

Document #4697

12/19/85

MEMORANDUM

DECEMBER 19, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM WHITMAN, ASSISTANT TO THE DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, MASS. R-56
PARCEL 11 (TENT CITY):
FINAL DESIGNATIONS
NO DAMAGE ORDER OF TAKING
SALE OF CERTAIN LAND
MINOR URBAN RENEWAL PLAN CHANGES
CONFIRMATORY ORDER OF TAKING
MEMORANDUM OF UNDERSTANDING
SETTLEMENT AGREEMENT

Eighteen years after the sit-in which gave the Tent City site its name, the City of Boston, the Boston Redevelopment Authority, and the Tent City Corporation stand at the threshold of an elusive objective: the construction of 270 units of mixed-income housing on South End Urban Renewal Parcel 11. By means of an unique spirit of cooperation among the private sector, the community and the City government, a series of final actions are sought from the Authority today so that construction may begin by year's end.

The project foundation (see Attachment C) will consist of a two-level, subsurface, 698-space parking garage and structural deck which will be financed, built, and operated by Urban Investment and Development Co. (UIDC) and will cover all of Parcel 11. Of the 698 parking spaces, 129 will be leased by UIDC to Tent City at a below-market rate.

The housing, which will be built directly on top of the structural deck, will be financed, built and owned by Tent City Corporation ("Tent City") and be managed initially for Tent City by Greater Boston Community Development, Inc., development consultants to Tent City. Of the 270 units, 67 will be low-income with rent subsidy provided by Section 8 or 707 funds, 136 units will be moderate-income with rents ranging from \$276/month for a one-bedroom apartment to \$350/month for a four-bedroom apartment, and 67 units of market-rate housing with rents ranging from \$885/month to \$1,635/month. The housing will be known as Leighton Park.

The project has been designed by Goody, Clancy & Associates and will be constructed by Turner Construction Company. Approximately \$20 million in construction and permanent first mortgage financing for the housing will come from the

Massachusetts Housing and Finance Agency (MHFA). In addition, there will be bridge loans totalling approximately \$7.5 million to be repaid by syndication proceeds and the Neighborhood Development Fund (Copley Place UDAG repayments). Up to \$31 million dollars in Copley Place UDAG loan repayments to the City will be advanced to Tent City over 30 years to enable Tent City to support project debt in a manner which will maintain the low and moderate-income character of the project.

This transition assumes an exchange of parcels between the Authority and UIDC which is intended to compensate UIDC for its contributions to the Tent City project. UIDC agrees today to a no damages taking by the Authority of approximately 1.6 acres of land owned by UIDC on the Tent City site in exchange for the smaller, but key parcel (Parcel A-1) which the Authority owns on Parcel 1 in the Fenway Urban Renewal Area on Huntington Avenue. Attachment D contains a description of UIDC's property on the Tent City site. Attachment E is a map of Parcel 1, approximately two-thirds of which UIDC controls under a 99-year lease with the Massachusetts Turnpike Authority.

Thus, the Authority is being asked today to authorize the conveyance of its Parcel A-1 on Parcel 1 to UIDC. The Parcel A-1 site deed will be held in escrow, however, pending final designation of UIDC by the Authority and completion of environmental and design reviews, issuance of necessary permits and approvals for construction and expiration of applicable appeals periods.

Having taken title to UIDC's land on the Tent City site and having assembled the balance of the Tent City site over the years, the Authority will lease the subsurface rights for the entire site to UIDC for 99 years for One Dollar (\$1.00) per annum. The Authority will lease the air rights for the entire site to Tent City for 99 years for One Dollar (\$1.00) per annum.

The last public funding required to allow the Tent City project to commence construction will be a grant of City loan order funds to enable Tent City to construct certain improvements on the site (see Attachment F). The funding for the interior loop road, streetlighting, trees, and sidewalks is the last piece of project financing necessary to achieve project feasibility and must be committed prior to the MHFA construction loan closing. These improvements will rest directly on top of the UIDC garage and the capital maintenance therefore will be the sole responsibility of Tent City. The improvements will, however, remain open and accessible to the general public at all times.

It is also appropriate for the Authority to adopt today certain minor changes to the South End Urban Renewal Plan. See Attachment G for a Resolution effectuating such changes. The first such changes are summarized below:

- 1) Designate certain rehabilitation parcels at 5, 7, 13, and 17 Yarmouth Street as acquisition and development parcels and include them in Parcel 11 (see Attachment G-1).
- 2) Designate certain clearance parcels at 357, 359, and 361-3 Columbus Avenue as rehabilitation parcels.
- 3) Amend Table A (see Attachment G-2) to permit a parking ratio of .54/d.u.
- 4) Delete from Table A the requirements that a landscaped pedestrian easement be provided along Dartmouth Street to a depth of 10 feet and that one percent of the construction budget be spent on public art (see Attachment G-2).
- 5) Amend Table A to reflect the actual minimum height of the project at forty-eight feet and to permit residential use in the first three floors of the project and permit commercial uses below grade and at grade.

In order to facilitate the relocation of persons residing at 13 Yarmouth Street and the demolition of that building in time for the redevelopment of Parcel 11 to proceed in accordance with its construction schedule, the Authority is being asked today to settle outstanding litigation with the owners of said property. The settlement includes all relocation benefits and finally disposes of all claims relating to the acquisition of said property by the Authority.

The Authority is also being asked today to affirm its vote of June 27, 1985, authorizing the Director to enter into a Memorandum of Understanding with Tent City and UIDC. This Memorandum establishes the framework for the relationships between the three parties as described above. The Memorandum of Understanding provides that the Authority shall assign certain rights in the Waterfront/Faneuil Hall Urban Renewal Parcel D-10 project in the event that Urban is unable to proceed with the development of Parcel 1 or if such development will be for less than 300,000 square feet of office space on Parcel 1. The rights so assigned are limited to \$10,000,000 plus interest.

Finally, the Authority is being asked to make a confirmatory taking of all of Parcel 11, as amended by today's vote to include 5, 7, 13, 17 Yarmouth Street therein, in order to clear title to the site and enable the Authority to convey good, marketable leasehold interests in the property.

The Authority's votes today are among the last public actions required for the Tent City project to become a reality. The project proponents, Tent City and UIDC, have obtained almost all other requisite public approvals, including

It is also appropriate for the Authority to adopt today certain minor changes to the South End Urban Renewal Plan. See Attachment G for a Resolution effectuating such changes. The first such changes are summarized below:

- 1) Designate certain rehabilitation parcels at 5, 7, 13, and 17 Yarmouth Street as acquisition and development parcels and include them in Parcel 11 (see Attachment G-1).
- 2) Designate certain clearance parcels at 357, 359, and 361-3 Columbus Avenue as rehabilitation parcels.
- 3) Amend Table A (see Attachment G-2) to permit a parking ratio of .54/d.u.
- 4) Delete from Table A the requirements that a landscaped pedestrian easement be provided along Dartmouth Street to a depth of 10 feet and that one percent of the construction budget be spent on public art (see Attachment G-2).
- 5) Amend Table A to reflect the actual minimum height of the project at forty-eight feet and to permit residential use in the first three floors of the project and permit commercial uses below grade and at grade.

In order to facilitate the relocation of persons residing at 13 Yarmouth Street and the demolition of that building in time for the redevelopment of Parcel 11 to proceed in accordance with its construction schedule, the Authority is being asked today to settle outstanding litigation with the owners of said property. The settlement includes all relocation benefits and finally disposes of all claims relating to the acquisition of said property by the Authority.

The Authority is also being asked today to affirm its vote of June 27, 1985, authorizing the Director to enter into a Memorandum of Understanding with Tent City and UIDC. This Memorandum establishes the framework for the relationships between the three parties as described above. The Memorandum of Understanding provides that the Authority shall assign certain rights in the Government Center Urban Renewal Parcel D-10 project in the event that Urban is unable to proceed with the development of Parcel 1 or if such development will be for less than 300,000 square feet of office space on Parcel 1. The rights so assigned are limited to \$10,000,000 plus interest.

Finally, the Authority is being asked to make a confirmatory taking of all of Parcel 11, as amended by today's vote to include 5, 7, 13, 17 Yarmouth Street therein, in order to clear title to the site and enable the Authority to convey good, marketable leasehold interests in the property.

The Authority's votes today are among the last public actions required for the Tent City project to become a reality. The project proponents, Tent City and UIDC, have obtained almost all other requisite public approvals, including

those of the Zoning Board of Appeals, Air Pollution Control Commission, Massachusetts Office of Environmental Affairs, Massachusetts Historical Commission and others.

I, therefore, recommend that the Authority grant final designation to Tent City Corporation as redeveloper of the air rights of South End Urban Renewal Parcel 11 for the construction of 270 units of mixed-income housing and approximately 7,000 square feet of ground floor retail space in accordance with the terms of the attached Resolution and that the Authority grant final designation to Urban Investment and Development Co. as redeveloper of the subsurface rights of South End Urban Renewal Parcel 11 for the construction of a 698 space parking garage in accordance with the terms of the attached Resolution. I also recommend that the Authority order the filing of a no damages taking of UIDC's parcels on the Tent City site and to convey for One Dollar (\$1.00) in return, subject to an escrow agreement, the Authority's sliver parcel on Fenway Urban Renewal Parcel 1 to UIDC. I recommend that the Authority approve a grant not to exceed Five Hundred Forty Three Thousand Dollars (\$543,000) to Tent City for the construction of certain public improvements and that the Authority adopt the attached Resolution regarding certain minor changes to the South End Urban Renewal Plan as described therein.

Appropriate votes follow:

VOTED: To adopt the attached Resolution finally designating Tent City Corporation acting by and through Leighton Park Limited Partnership as redeveloper of the surface and air rights of Parcel 11 in the South End Urban Renewal Area for the construction of 270 units of mixed-income housing, 25% of which will be made available for low-income tenants, 50% of which will be made available to moderate-income tenants, and 25% of which will be made available to market-rate tenants, and approximately 6,500 square feet of commercial space, together with open space and surface parking and other amenities, and further authorizing the Director to enter into a 99-year lease with said redeveloper on such terms and conditions as he may deem advisable and in the best interests of the Authority;

VOTED: To adopt the attached resolution finally designating Urban Investment and Development Co. acting by and through Urban/Tent City Associates as redeveloper of the subsurface rights of Parcel 11 in the South End Urban Renewal Area for the construction of a two-level, below-grade, 698 space parking garage for use by passenger vehicles and to serve as the foundation for the housing to

be constructed by Tent City Corporation, and further authorizing the Director to enter into a 99-year lease with said redeveloper on such terms and conditions as he may deem advisable and in the best interests of the Authority;

VOTED: To purchase from Urban Investment and Development Co. (UIDC) for One Dollar (\$1.00) certain parcels of land as identified in Attachment D comprising approximately 1.6 acres and being all the property owned by UIDC within the boundaries of South End Urban Renewal Parcel 11 as amended by separate vote of the Authority on this day;

VOTED: To authorize the Director to execute a deed and a Land Disposition Agreement for a certain parcel of land, known as Fenway Urban Renewal Parcel A-1 and containing approximately 6,318 square feet on Huntington Avenue between Garrison and Harcourt Streets, said deed and Land Disposition Agreement to name Urban Investment and Development Co. or its designee as purchaser for One (\$1.00) Dollar;

VOTED: To adopt the Resolution attached hereto as Attachment H regarding a Proclaimer of Minor Modifications to the South End Urban Renewal Area Plan for Parcel 11 which modifications are necessary to effectuate the Tent City development approved by separate vote of the Authority on this date;

VOTED: To authorize the Director to execute a grant agreement in an amount not to exceed Five Hundred Forty Three Thousand Dollars (\$543,000) with Tent City Corporation for the design and construction of certain public improvements on South End Urban Renewal Parcel 11;

VOTED: To authorize the Director to enter into a Settlement Agreement substantially in the form attached as Attachment I with Oliver and Ethel Johnson in order to dispose of certain litigation pending against the Authority;

VOTED: To authorize the Director to enter into a Memorandum of Understanding substantially as in the form attached hereto as Attachment J, and to further authorize the Director to execute and deliver (i) a collateral assignment of rents and profits from its leasehold interest in the Waterfront/Faneuil Hall Urban Renewal Parcel D-10 project as security for the performance of the

Authority's obligations to Urban Investment and Development Co. and (ii) an assignment of rents and profits from its leasehold interest in the Waterfront/Faneuil Hall Urban Renewal Parcel D-10 project as consideration for the transfer by Urban Investment and Development Co. to the Authority of the land identified in Attachment D, all as more particularly described in the Memorandum presented to this Authority on December 19, 1985 and the attachments thereto;

VOTED: To adopt the order of taking of South End Urban Renewal Parcel 11 as presented to this meeting; and

VOTED: To adopt the order of taking of Fenway Urban Renewal Parcel A-1 as presented to this meeting.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF GUARANTEED MAXIMUM PRICE DRAWINGS AND
SPECIFICATIONS AND PROPOSED DISPOSITION OF PARCELS 11A
AND 11B IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provided for financial assistance in the hereinafter identified Project Area; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Tent City Corporation has submitted a satisfactory proposal for the development of Parcel 11A and 11B in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Tent City Corporation and its designees substantially controlled by it be and hereby is finally designated as Redeveloper of the surface and air rights to Parcels 11A and 11B in the Project Area.
2. That it is hereby determined that Tent City Corporation possesses the qualifications and financial resources necessary to develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Guaranteed Maximum Price Drawings and Specifications submitted by Tent City Corporation for the development of Parcels 11A and 11B conform in all respects to the Urban Renewal Plan for

the Project Area, as amended, that said Guaranteed Maximum Price Drawings be and hereby are approved, and that any changes or amendments thereto shall be subject to the written approval of the Authority.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a 99-year ground lease for the surface and air rights to Parcels 11A and 11B containing such other terms and conditions as the Director may deem advisable and in the best interests of the Authority.

7. That the Director is hereby authorized to execute and deliver an Estoppel Certificate to the Massachusetts Housing Finance Agency in substantially the form attached hereto as Attachment A-2.

8. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004, see Attachment A-1).

9. That the Director be and hereby is authorized to grant a License to Tent City for Early Entry onto the site if necessary and subject to the Authority's usual terms and conditions.

PLEASE NOTE: THERE IS NO PAGE 4.

PART I

HUD-400
(9-4)REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Tent City Corporation

b. Address and ZIP Code of Redeveloper: 32 Rutland Street
Boston, MA 02118

c. IRS Number of Redeveloper: To be applied for.

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with resp. the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

in South End Urban Renewal Project Area

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusettsis described as follows²

The land and the improvements thereon within the area bounded generally by Columbus Avenue, Yarmouth Street, Dartmouth Street and the Southwest Corridor Deck, consisting of the following Boston Redevelopment Authority South End Urban Renewal Parcels: 11A and 11B.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the s indicated below and is organized or operating under the laws of Massachusetts☒ A corporation.☐ A nonprofit or charitable institution or corporation.☐ A partnership known as☐ A business association or a joint venture known as☐ A Federal, State, or local government or instrumentality thereof.☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organiz. 1979.

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal men shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth a follows:

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is re to under the appropriate numbered item on the form.²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A desc tion by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning than 10% of any class of stock¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

See attached Continuation Sheet A

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5 who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper).

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

None

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

None

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$25 mill
 b. Cost per dwelling unit of any residential redevelopment. \$ 96,
 c. Total cost of any residential rehabilitation \$ 1,155,
 d. Cost per dwelling unit of any residential rehabilitation \$ 96,

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation.

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE		ESTIMATED AVERAGE
	MONTHLY RENTAL *		SALE PRICE
1. bedroom	276	- 800	
2. bedroom	320	- 975	
3. bedroom	365	- 1410	
4. bedroom	411	- 1620	

- * Rents do not include heat and electricity, which will be paid directly to utility company by resident.

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

Water and Sewer.

- c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices: ranges, refrigerators, disposals, kitchen exhaust fans, washer & dryer connections in 3 & 4 bedroom units

CERTIFICATION

Tent City Corporation

I (We)¹

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: April 17, 1985

George T. Tiller
 Signature

Kenneth J. Cunningham
 Signature

George T. Tiller, President
 Title

President, Tent City Corporation

32 Rutland Street
 Boston, MA 02118

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.
² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, the contents of which the maker or user knows to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department or Agency of the United States.

Continuation Sheet A
Tent City Corporation
Officers and Directors

Tent City Corporation is a non-profit corporation. Therefore no officer or director has any financial interest in the business of the corporation. Officers and directors are listed below:

Ken Kruckemeyer
12 Holyoke Street
Boston, MA 02116
President & Director

Syvalia Hyman, III
32 Rutland Street
Boston, MA 02118
Treasurer & Director

Curdina Hill
10 Columbus Square
Boston, MA 02116
Vice President & Director

Joan Tighe
73 Rutland Street
Boston, MA 02118
Chairperson & Director

Myra McAdoo
P.O. Box 1397
Boston, MA 02117
Clerk & Director

Other Directors

Michael Kane
11 Holyoke Street
Boston, MA 02116

Mary Manuel
405 Columbus Avenue
Boston, MA 02116

Marcia Wiley
725 Tremont Street
Boston, MA 02118

Ed Teixeira
372 Columbus Avenue
Boston, MA 02116

Catherine Monroe
133 Appleton Street
Boston, MA 02116

Beverly Adams
65 Rutland Street
Boston, MA 02118

Katie Blake
4 Rutland Square
Boston, MA 02118

Barry Shelley
114 Dartmouth Street
Boston, MA 02116

Ena Harris
21 Braddock Park
Boston, MA 02116

Ken Campbell
46 Dartmouth Street
Boston, MA 02118

Edna Ocasio
230 W. Canton Street
Boston, MA 02116

ESTOPPEL CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that: —

WHEREAS, the Boston Redevelopment Authority (hereinafter referred to as the "Authority"), a public body corporate organized and existing under and pursuant to the laws of the Commonwealth of Massachusetts, and Tent City Corporation

~~Lease for the air rights to Parcel 11 ("Developer")~~
have entered into a ~~Land Disposition Agreement For Sale Of Land For Private Redevelopment~~
(hereinafter referred to as the "Contract"), dated December 1985
covering certain real property (hereinafter referred to as the "Property") situate in the City of
Boston, Massachusetts (the "City"), which Property is more
particularly described in the ~~Deed~~ ^{Lease} as hereinafter defined; and

WHEREAS, The Contract provides, among other things, for the ~~conveyance~~ ^{delivery} of the Property by
the Authority to the Developer; and

WHEREAS, the Property is subject to the applicable building and land use restrictions specified
in the Urban Renewal Plan, dated 1985, approved by the
City Council of the City on 1985, and filed in the Office of
the Clerk of the City as it may have been or may become amended (hereinafter referred to as the
"Urban Renewal Plan"); and

WHEREAS, the plans, drawings and specifications for the improvements (hereinafter referred to
as the "Improvements") to be constructed on the Property, prepared by Goody, Clancy and
Associates and dated December 1985 have been submitted to
and approved by the Authority (hereinafter referred to as the "Plans"); and

WHEREAS, Massachusetts Housing Finance Agency (hereinafter referred to as the "Lender") has
agreed to make mortgage loan of \$ to assist in financing the
purchase of the Property and the development and construction of the Improvements; and

WHEREAS, there will be recorded contemporaneously herewith in the appropriate Registry of
Deeds a Mortgage of the Developer to the Lender, encumbering the Property and securing the
aforesaid loan; and

WHEREAS, Title Insurance Company (hereinafter referred
to as the "Title Company") is issuing to the Lender the Title Company's mortgagee's title insurance policy;

NOW THEREFORE, in consideration of the premises, the Authority hereby certifies that, on this
date hereof, the Developer was not in violation of the provisions, conditions or restrictions of the
Contract or of the Urban Renewal Plan, and that any future violation by the Developer, or its
successors or assigns, of any such provisions, conditions or restrictions will not affect the first-lien
status of the aforesaid Mortgage.

AND, the Authority further certifies that, so long as the construction of the Improvements is in
accordance with the Plans (together with such changes, if any, as may hereinafter be made therein
with the written approval of the Authority) such construction will be in conformity with all
applicable provisions of the Urban Renewal Plan, and with all applicable provisions of the Contract
and the Deed requiring that such construction conform to the Urban Renewal Plan,

AND, the Authority further certifies that this Estoppel Certificate is made with the knowledge that the Lender would not make the aforesaid loan, and the Title Company would not issue the aforesaid mortgagee's title insurance policy, except in reliance upon the certifications of the Authority herein contained.

IN TESTIMONY WHEREOF, the Authority has caused this Certificate to be duly executed in its name and on its behalf, and its seal to be hereunto duly affixed and attested by an officer thereunto duly authorized, this December , 1985

SEAL

Boston
REDEVELOPMENT AUTHORITY

By: _____
Its Director

COMMONWEALTH OF MASSACHUSETTS)

) SS.

COUNTY OF)

On this _____ day of December , 1985
before me appeared Stephen Coyle , to me personally known, who, being
duly sworn, did say that he is the Director of the Redevelopment
Authority and that the seal affixed to the foregoing instrument is the corporate seal of said
Authority, and that he was duly authorized to execute, seal and deliver said instrument on behalf
of said Authority and acknowledged said instrument to be the free act and deed of said Authority.

Before me,

Notary Public
My Commission expires:

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF GUARANTEED MAXIMUM PRICE DRAWINGS AND
SPECIFICATIONS AND PROPOSED DISPOSITION OF PARCELS 11A
AND 11B IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provided for financial assistance in the hereinafter identified Project Area; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Tent City Corporation has submitted a satisfactory proposal for the development of Parcel 11A and 11B in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Tent City Corporation and its designees substantially controlled by it be and hereby is finally designated as Redeveloper of the surface and air rights to Parcels 11A and 11B in the Project Area.
2. That it is hereby determined that Tent City Corporation possesses the qualifications and financial resources necessary to develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Guaranteed Maximum Price Drawings and Specifications submitted by Tent City Corporation for the development of Parcels 11A and 11B conform in all respects to the Urban Renewal Plan for

the Project Area, as amended, that said Guaranteed Maximum Price Drawings be and hereby are approved, and that any changes or amendments thereto shall be subject to the written approval of the Authority.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a 99-year ground lease for the surface and air rights to Parcels 11A and 11B containing such other terms and conditions as the Director may deem advisable and in the best interests of the Authority.

7. That the Director is hereby authorized to execute and deliver an Estoppel Certificate to the Massachusetts Housing Finance Agency in substantially the form attached hereto as Attachment A-2.

8. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004, see Attachment A-1).

9. That the Director be and hereby is authorized to grant a License to Tent City for Early Entry onto the site if necessary and subject to the Authority's usual terms and conditions.

Attachment B

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF GUARANTEED MAXIMUM PRICE DRAWINGS AND
SPECIFICATIONS AND PROPOSED DISPOSITION OF PARCELS 11A
AND 11B IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provided for financial assistance in the hereinafter identified Project Area; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Urban Investment and Development Co. has submitted a satisfactory proposal for the development of Parcel 11A and 11B in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Urban Investment and Development Co. and its designees substantially controlled by it be and hereby is finally designated as Redeveloper of the subsurface rights to Parcels 11A and 11B in the Project Area.
2. That it is hereby determined that Urban Investment and Development Co. possesses the qualifications and financial resources necessary to develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Guaranteed Maximum Price Drawings and Specifications submitted by Urban Investment and Development Co. for the development of Parcels 11A and 11B conform in all respects to the Urban

Renewal Plan for the Project Area, as amended, that said Guaranteed Maximum Price Drawings be and hereby are approved, and that any changes or amendments thereto shall be subject to the written approval of the Authority.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a 99-year ground lease for the subsurface rights to Parcels 11A and 11B containing such other terms and conditions as the Director may deem advisable and in the best interests of the Authority.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004, see Attachment B-2).

8. That the Director by and hereby is authorized to grant a License to Redeveloper for Early Entry onto the site if necessary and subject to the Authority's usual terms and conditions.

Attachment D

Tent City Site
South End Urban Renewal Area
(Description by Parcel)
- See Attached Deeds -

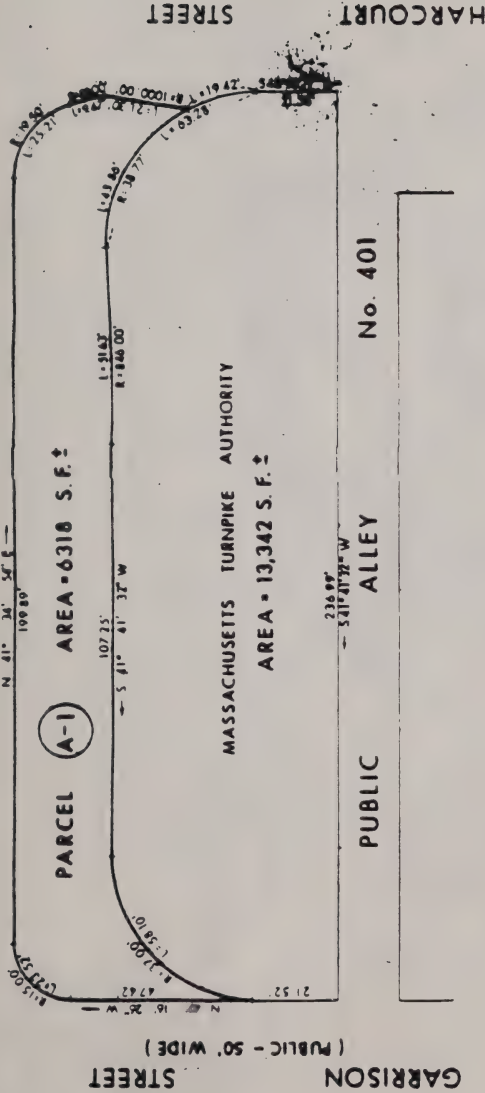
1. Ownership of Urban Investment and Development Company

<u>Parcel</u>	<u>Size</u>
S3132A-3	2,016 s.f.
S3B2C-11 & 23	18,210
S3B2A-2	2,474
S3B2A-4	11,537
S3B2B-1	12,430
S3B2C-9 & 10	4,400
S3B2C-13	7,176
S3B2C-14	9,325
S3B2C-16, 17, 18, 19	<u>9,248</u>
TOTAL	76,816 s.f.

2. Boston Redevelopment Authority

<u>Parcel</u>	<u>Size</u>
S3B2C-1 & 2	11,848 s.f.
S3B2C-4	2,100
S3B2C-7	2,100
S3B2C-8	2,100
S3B2C-20, 21 & 22	8,880
S3B2C-12	5,859
Harwich Street	15,540
Truro Street	15,450
Alleys	3,075
S3B2C-3	2,100
S3B2C-5	2,100
S3B2C-6	2,100
S3B2C-15	<u>2,310</u>
TOTAL	75,562 s.f.

HUNTINGTON AVENUE
(PUBLIC - VARIABLE WIDTH)



NOTE
1. PARCEL (A-1) TO BE CONVEYED TO MASSACHUSETTS TURNPIKE AUTHORITY
2. 0 M.B.T.A. SOUTHWEST CORRIDOR BASE



I HEREBY CERTIFY THAT THIS IS A TRUE PLAN BASED ON FIELD SURVEYS AND LATEST DEEDS AND PLANS OF RECORD, AND THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS

Richard E. Packard Aug. 8, 1980
CULLINAN ENGINEERING CO., INC.
Auburn - Boston, Massachusetts
Consulting Civil Engineers - Land Surveyors

FOR TITLE		INSURANCE		PURPOSES	
PLAN	OWNED	OF	PROPERTY	BY	
CITY OF BOSTON		HUNTINGTON AVENUE, HARCOURT STREET, GARRISON STREET BOSTON, MASSACHUSETTS			
SCALE		1 INCH = 20 FEET		CHECKED	
3 INCHES		C.W.C.		A.D.M.	
0 1 2 3 4 5 6 CENTIMETERS		DATE		PLAN NUMBER	
0 1 2 3 4 5 6 FEET		AUGUST 7, 1980		0850-3-P20A-BG	

1000 - 1671

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: MODIFICATIONS OF THE URBAN RENEWAL PLAN OF THE SOUTH END
URBAN RENEWAL AREA, PROJECT NO. MASS. R-56 and
AUTHORIZATION TO PROCLAIM BY CERTIFICATE THESE MINOR
MODIFICATIONS.

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area was adopted by the Boston Redevelopment Authority on September 23, 1965 and approved by the City Council of the City of Boston on December 6, 1965; and

WHEREAS, Section 1201 of Chapter 12 of said Plan entitled: "Modifications" provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is the opinion of the Authority that the minor modifications with respect to Parcel 11 are consistent with the objectives of the South End Urban Renewal Plan; and

WHEREAS, the proposed amendments to the Plan are minor changes and may be adopted within the discretion of the Authority pursuant to Section 1201 of said Plan; and

WHEREAS, the proposed amendments to the Plan are necessary to effectuate the redevelopment of Parcel 11;

WHEREAS, the Authority is cognizant of Chapter 781 of the Acts and Resolves of 1972 with respect to minimizing and preventing damage to the environment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY,

That, pursuant to Section 1201 of the South End Urban Renewal Plan, Mass. R-56, it be and hereby is amended as follows:

1. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the "Permitted Land Use" for "Parcel 11" from "Residential-upper floors, Commercial-floors 1-3 (1)" to "Residential-all floors, Commercial-below grade and at grade."
2. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the Minimum Height in feet for "Parcel 11" from "100" to "48."
3. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the "Min. Parking Ratio" for "Parcel 11" from "1/d.u. + 1/1200(2)" to ".54/d.u.(2)."

4. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the "Planning and Design Requirements" for "Parcel 11" from "B,C,F,D,N,BB" to "B,F,D,N."

5. Map 1 is hereby modified by dedesignating the parcels at 357, 359, and 361-3 Columbus Avenue as "Property To Be Acquired for Clearance and Redevelopment" and designating said parcels "Property To Be Acquired for Rehabilitation."

6. Map 1 is hereby modified by dedesignating the parcels at 5, 7, 13, and 17 Yarmouth Street as "Property To Be Acquired for Rehabilitation" and designating said parcels "Property To Be Acquired for Clearance and Redevelopment" and by including said parcels within the boundaries of Parcel 11.

7. That references to "5, 7, 13, 17 Yarmouth Street" be deleted from Chapter IV: "Property Acquired Or To Be Acquired," Section 403: "Special Conditions," subparagraphs "b" of the third paragraph thereof;

That the proposed modifications are found to be minor modifications which do not substantially or materially alter or change the Plan;

That all other provisions of said Plan not inconsistent herewith be and are continuing in full force and effect;

That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment;

That the Director be and hereby is authorized to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM7207.1, Circular dated June 3, 1970.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCELS SE-20, SE-22, SE-23,
SE-43, SE-44
IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Tenants' Development Corporation has expressed an interest in and/or have submitted a satisfactory proposal for the development of Disposition Parcels SE-20, SE-22, SE-23, SE-43, SE-44 in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H. of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Tenants' Development Corporation be and hereby is finally designated as Redeveloper(s) of Parcels SE-20, SE-22, SE-23, SE-43, SE-44 in the South End Urban Renewal Area.
2. That it is hereby determined that Tenants' Development Corporation possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by Tenants' Development Corporation for the development of Parcels SE-20, SE-22, SE-23, SE-43, SE-44 conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcels SE-20, SE-22, SE-23, SE-43, SE-44 to Tenants' Development Corporation, said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

8. That the Authority adopt a Confirmatory Order of Taking regarding Reuse Parcels SE-23, SE-22, SE-44, SE-20 and SE-43 for the creation of 58 mixed-income rental units and commercial space in the South End Urban Renewal Area.



PROPOSAL: COMMITMENT (x)
RECOMMITMENT (x)
MORTGAGE INCREASE (x)
CONSTRUCTION LOAN (x)
PERMANENT LOAN (x)

APPLICATION FOR MORTGAGE FINANCING FOR DEVELOPMENTS INCLUDING COMMERCIAL SPACE

Name of Project TDC III - MHFA #85-027-S
Address of Project 395, 397, 400 and 588 Massachusetts Avenue, Boston, MA
Name of Mortgagor TDC III Limited Partnership (Tenants Development Corp.)
Address of Mortgagor 663 Massachusetts Avenue, Boston, MA 02118

Signed Carole Quinerly (JP)
Title Carole Quinerly, Executive Director, TDC

Total Loan Amount \$ 4,502,390 Estimated Closing Date December 1985
Total Replacement Cost \$ 5,653,713 Equity Amount \$ 1,151,323
Construction Loan: Rate 9.5 % Override 4.5 % Term 14 Months Constant 0.10 4
Permanent Loan: Rate 9.5 % Override 4.5 % Term 30 Years Constant 0.11019532

Residential: No. Apartments 62 No. Buildings 3 No. Stories 4-9
No. Elderly Units 0 No. Family Units 62 No. Handicapped 5
No. Sec. 8 Units 16 No. Int. Sub. Units 25 No. Unsub. Units 21
No. Parking Spaces: outdoor 0 enclosed 0 spaces per unit 0
Land Value \$ 76,800 Land Value per Unit \$ 1,239
Total Sq. Ft. 67,732 Av. Gross Area per Unit 1,092 BR/unit 1.73
Construction Cost per Unit \$ 66,201 Const. Cost per SF \$ 65.22
Res. Loan \$ 4,322,105 % of Total Loan 96 % Res. Loan/Unit \$ 69,711

Commercial: No. Suites 2 No. Building 1 Total Sq. Ft. 2,800
No. Parking Spaces: outdoor 0 Enclosed 0
Land Value \$ 3,200 Land Value per Sq. Ft. \$ 1.14
Construction Cost per Sq. Ft. \$ 64.65
Commercial Loan \$ 180,285 Com. Loan as % of Total Loan 4 %

Construction Type: Type I (), Type II or III (48), Type IV (), V or VI (), Rehab (14)
Construction Contract: Union (), Open Shop (x)

Equipment and Services to be Included in Rent (Residential Only):

light (), cooking (), elec. heat (), gas heat (x), oil heat (), refrigerator (x),
gas range (), elec. range (x), dishwasher (*), disposal (x), exhaust fan (x),
central a.c. (), a.c. sleeves (), window a.c. (*), carpet (x), drapes (),
swimming pool (), elevators (no. 1)

*available for Services Paid By Tenants: Tenants will pay domestic electric, cooking fuel,
additional charge and dishwasher charge, if desired.

FOR AGENCY USE

site fee amt. \$ _____ date rec'd _____ appl. fee amt. \$ _____ date rec'd _____
date presented to Board _____ action of Board _____

RENT SCHEDULE IN ACCORDANCE WITH SECTIONS 6A AND 6B
OF COMPOSITE STATUTE DATED JANUARY, 1984

PROJECT: TDC III

MEFA PROJECT NO. 85-027-S

No. of Bedrooms

No. of Units

Net Rentable SF per Unit

Elevator - Non Elevator E/NE

Market Rent (Conventional Rent)

Rate: 15% Term: 25 Constant: .1547

MEFA Below Mkt. Rent (Cost Based

Rate: 10% Term: 30 Constant: .110195

Adjusted MEFA Rent

SHARP Per Unit

Private TDC Subsidy

Attainable Rent

Existing Sec. 8 Rent/707 Rent

Utility Allowance

Percentage of Sec. 8 Rent/707 Rent

LOW INCOME				MODERATE/MARKET				
1	2	3	4	0	1	2	3	4
5	6	4	1	2	23	13	7	1
555	650-800	1080	1400	400	555	650-800	1080	1400
3	2	5	1	3	1	0	0	2
2	1	1	0	2	16	7	13	0
							6	1
							1	0
968	1102	1283	1414	1073	1240	1416	1599	1804
699	833	1014	1145	804	971	1150	1330	1535
25-30% of income				N/A	N/A	N/A	N/A	N/A
171	225	280	335	129	171	225	280	335
50	50	50	50	50	50	50	50	50
25-30% of income				625	750	875	1000	1150
478	558	684	760	N/A	N/A	N/A	N/A	N/A
24	30	35	39	N/A	N/A	N/A	N/A	N/A
100%	100%	100%	100%	N/A	N/A	N/A	N/A	N/A

MAXIMUM SHARP LOAN

FIRST YEAR SHARP LOAN

BB Units

BB Units

0	2	x	2,078	=	0	2	x		=
1	28	x	2,597	=	1	28	x		=
2	19	x	3,245	=	2	19	x		=
3	11	x	3,895	=	3	11	x		=
4	2	x	4,545	=	4	2	x		=

190,462 Total = 157,955 (82.9%)

Memo Item

Dividend Calculator: 6% on \$ 1,159,323 equal \$ 69,559 Annual Dividend

*Rounded to nearest dollar.

Note: The developer has sought and expects to receive a commitment of funds from the City of Boston Neighborhood Development Fund to reduce rents on approximately 25 market rents units to levels affordable by moderate income households. Moderate income units will be evenly distributed throughout the development and we expect to consist of 2 studios at \$300, 11 one bedrooms at \$350, 7 two bedrooms at \$400, and 5 three bedrooms at \$500 per month.

TRADE ITEM BREAKDOWN

FOR DEVELOPMENTS INCLUDING RESIDENTIAL ~~SPACE ONLY~~ and Commercial space

Name of Project TDC III

Name of Contractor John B. Cruz Construction Co., Inc.

Address of Contractor 10 Fairway St., Mattapan, MA Phone: 617 296-5040

Signed Ronald Furr

Title Ronald Furr, Vice President

CONSTRUCTION COST ESTIMATE ITEMS

	Total Estimate	Commercial	Residential
1. general conditions	257,793	10,312	247,481
2. excavation	45,000	1,800	43,200
3. unusual site conditions	-0-	0	0
4. paving & Sitework	100,000	4,000	96,000
5. structural concrete	577,000	23,080	553,920
6. structural steel	55,000	2,200	52,800
7. reinforcing steel	10,000	400	9,600
8. miscellaneous metals	130,000	5,200	124,800
9. carpentry and millwork	200,000	8,000	192,000
10. roofing, flashing and caulking	60,000	2,400	57,600
11. windows and doors	150,000	6,000	144,000
12. glass and glazing	-0-	0	0
13. masonry	438,000	17,520	420,480
14. hardware	25,000	1,000	24,000
15. floor and wall covering	100,000	4,000	96,000
16. interior wall construction	470,000	18,800	451,200
17. painting	68,000	2,720	65,280
18. kitchen and special equipment	105,000	4,200	100,800
19. plumbing & Sprinklers	346,260	13,850	332,410
20. HVAC	193,500	7,740	185,760
21. electrical	317,000	12,680	304,320
22. industrial components	-0-	0	0
23. Elevators	105,000	4,200	100,800
24. Commercial space	120,000	4,800	115,200
25. Compactor/trash chute	18,000	720	17,280
26. Demolition	50,000	2,000	48,000
27.		0	0
28. contractor's general overhead	78,811	3,152	75,659
29. contractor's profit*	256,136	10,245	245,891
<u>TOTAL AMOUNT</u>	<u>4,275,500</u>	<u>171,020</u>	<u>4,104,480</u>

Estimate Valid for Construction Start on: 12/85

Number of Months to Complete Construction 14 months

*Not available if identity of interest exists between mortgagor and contractor.

CLAREMONT
NEIGHBORHOOD
ASSOCIATION
BOSTON SOUTH END

March 22, 1985

Carole Quinerly
Executive Director
Tenant Development Corp.
663 Massachusetts Ave.
Boston, MA 02118

Dear Ms. Quinerly:

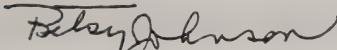
Representatives of the Claremont Neighborhood Association, including nearly all of the abutters on Wellington St. met on March 14 to hear about TDC's plans for three new buildings at the Massachusetts Avenue property adjacent to the Southwest Corridor Parkway. There was further discussion of the proposal at the Association's March 21st general meeting. After years of waiting for redevelopment of the building and vacant land (now all vacant land), it is exciting to have a viable proposal now coming forth.

The Claremont Neighborhood Association favors increasing the quantity of affordable housing in our area. However, there is great concern about the effects that any new buildings could have on the area's density and resultant impacts on trash, parking, noise, etc. Because this parcel on Massachusetts Avenue is an entrance to the South End, there is a desire that the buildings blend architecturally with and represent the South End. All attempts to reduce the effect of a "big blank wall" rising from the parkland should be made. The TDC proposal as presented does seem to be taking consideration of these concerns.

Because the plans are still in the preliminary stages, the Claremont Neighborhood Association asks to continue to be involved in future review and discussions as plans are finalized.

Finally, the Claremont Neighborhood hopes for prompt approval of the S.H.A.R.P. funding. The Boston Redevelopment Authority has been requested to solicit other proposals which could go forth expeditiously if TDC is unable to proceed within a reasonable time with these plans. The Neighborhood is anxious to not wait much longer for redevelopment of this property.

Sincerely yours,



Betsy Johnson
Chair
11 1/2 Greenwich Pk.
Boston, MA 02118

SUMMARY OF PROJECT INCOME, EXPENSES & DEBT SERVICE COVERAGE

ANNUAL RENTAL INCOME

Mod/Market Units (Attainable) \$ 456,300

Low Income Units (8.8/707 Rents) \$ 110,808

GROSS RESIDENTIAL INCOME
Less Vacancy Factor

\$ 567,108

Mod/Market Units 5 \$ 22,815

Low Income Units 5 \$ 5,540

Total Vacancy

(\$ 28,355)

1. EFFECTIVE RENTAL INCOME

(Fill in Projected Date 95% Occupancy May 1987)

\$ 538,753

INCOME FROM OTHER SOURCES (SPECIFY)

Laundry \$6.00 x 62 units = \$ 372 x 12 \$ 4,464

Parking 0 spaces at \$ - month x 12
Less - % Vacancy \$ 0Show Calculations on Attached Worksheet

Office space: 800 SF @ \$10/SF 8,000

Other Restaurant: 2,000 SF @ \$10/SF \$ 20,000

Other TDC Private Subsidy \$ 37,209

Other Less Vacancy 10% \$ (2,800)*

2. TOTAL OTHER INCOME

\$ 66,873

3. SEARP LOAN (FIRST YEAR)

\$ 157,955

4. ANNUAL OPERATING EXPENSES Residential
Commercial

(\$ 217,826)

5. NET INCOME \$ = {1+2+3(4)}

\$ 545,755

6. DEBT SERVICE (Constant 0.1104935) x \$ 4,502,390 loan

\$ 496,142

7. DEBT SERVICE COVERAGE RATIO 1:1.1

1.1 Perce

8. ACTUAL DEBT SERVICE COVERAGE (Line 8 Must Equal Line 7)

1.10

*Vacancy includes 10% loss on office space, restaurant.

TOTAL ANNUAL OPERATING EXPENSE SCHEDULE

PROJECT TDC IIIMORTGAGE APPLICATION PAGE 3a
MHFA NO. 85-027-S

<u>ITEM</u>	<u>RESIDENTIAL</u>	<u>RES. PER UNIT</u>	<u>COMMERCIAL</u>
<u>Management Fee</u>	<u>34,105</u>	<u>345</u>	<u>Included in residential</u>
<u>Administrative</u>			
Payroll Expenses-Incl. Taxes, etc.	11,500	185	0
Legal	1,925	31	0
Audit	1,975	32	0
Marketing Expenses	1,000	16	0
Telephone	1,500	24	0
Office Supplies	500	8	0
Other Administrative Expenses	500	0	0
Sub-total - Administrative	18,900	305	included in residential
<u>Maintenance</u>			
Payroll Expenses-Incl. Taxes, etc.	20,500	331	1,250
Janitorial Materials	475	8	25
Landscaping	475	8	25
Decorating (interior only)	7,300	118	0
Repairs (interior and exterior)	4,738	76	720
Elevator Maintenance	1,500	24	0
Garbage and Trash Removal	-	-	-
Snow Removal	250	4	0
Exterminating	3,000	48	-
Pool Maintenance	-	-	-
Miscellaneous	2,500	40	-
Sub-total - Maintenance	40,738	657	2,020
<u>Security</u>	<u>0</u>	<u>0</u>	<u>-</u>
<u>Utilities</u>			
Electricity	7,500	121	0
Gas	30,000	484	0
Oil	-	-	-
Water and Sewer	8,500	137	800
Sub-total - Utilities	46,000	742	800
<u>Utility Allowance (Section 8 Only)</u>	<u>5,748</u>	<u>359*</u>	
<u>Insurance</u>	<u>10,850</u>	<u>175</u>	<u>1,000</u>
<u>Oper. Exp. Before Tax & Rep. Res.</u>	<u>156,241</u>	<u>2,517**</u>	<u>3,820</u>
<u>Taxes</u>			
Real Estate Taxes	39,689	640	1,400
Other Taxes			
Sub-total - Taxes	39,689	640	1,400
<u>Replacement Reserve (.75% dir. con.)</u>	<u>22,320</u>	<u>360</u>	<u>included in residential</u>
<u>Utility Allowance (Section 8 Only) (</u>	<u>5,748</u>	<u>359*</u>	
<u>TOTAL ANNUAL OPERATING EXPENSES</u>	<u>212,602</u>	<u>3,424</u>	<u>5,220</u>

*For 16 units only

**Utility allowance amount included for 16 units only

Square Footage and Construction Cost Information

Gross Residential Square Footage

62,932

Gross Community Square Footage

2,000

Gross Commercial Square Footage

2,800

Gross Square Footage

67,732

Net Rentable Square Footage

56,220

Net Rentable Res. SF as % Gross Res. SF

78.9

Net Rentable Commercial Square Footage

2,800

Construction Cost per Gross Res. Sq. Ft.

65.22

Construction Cost per Residential Unit

66,201

Direct Construction Costs

4,275,500

(Includes \$171,020 Commercial)

Construction Fees

Surveys, Permits, etc.

61,000

Bond Premium (.7% dir. const.)

24,500

Arch. Design (% dir. const.)

146,250

Arch. Inspec. (% dir. const.)

48,750

280,500

Total Fees

280,500

Total Construction Costs

4,556,000

General Development Costs

Construction Loan Interest

months 14 rate 10.4%

273,145

Real Estate Taxes

6,200

Insurance

12,400

MHFA Site Inspection Fee

22,512

MHFA Application Fee

13,507

MHFA Financing Fee (2 % loan)

90,048

Legal Fees/organizational

50,000

Title and Recording Expenses

25,000

Accounting & Cost Certification

6,000

Rent-up and Marketing

12,200

Relocation

0

Appraisal Fees

0

Credit for Rental Income

0

Total Gen. Development Costs

511,012

Developers' Fee (10% of Lines 1 & 2)

506,701

Land 18,500 sq.ft. @ \$4.32 per sq.ft.

80,000

Total Replacement Cost

5,653,713

Equity - Developers' Fee

506,701

cash

644,622

Total

(1,151,323)

Loan Residential - \$4,322,105 Commercial - \$180,285

4,502,390

Loan/Replacement Cost Ratio

79.64

The Abrams
Management
Company, Inc.

621 Columbus Avenue
Boston, Massachusetts
02118

617 424 - 1300

December 16, 1985

Stephen Coyle
Boston Redevelopment Authority
City Hall
Boston, MA

RE: 395-397, 400 and 588
Mass. Avenue, Boston

Dear Mr. Coyle:

I am writing in support of the Tenants' Development Corporation's proposal to develop properties at 395-397, 400 and 588 Massachusetts Avenue in Boston's South End.

Rapid development has occurred in the area as a result of private developers, real estate land speculation, and condominium conversion. Low and middle-income residents are being forced out of the South End. TDC, as a non-profit, community-based organization, is committed to providing affordable housing for a mixture of income groups. TDC should be encouraged and supported in its efforts to provide affordable housing.

Again, I cannot emphasize enough the need for TDC to be allowed to proceed with the proposal as it addresses the housing needs for all income groups.

Cordially,

Edwin D. Abrams
President

kp

United South End/Lower Roxbury Development Corporation

32 Rutland St., Boston, Ma. 02118
Telephone (617) 266-5451

December 12, 1985

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

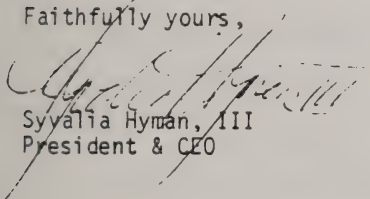
Dear Mr. Coyle:

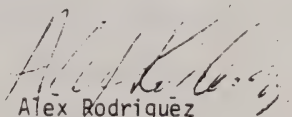
On behalf of the membership and Board of Directors of the United South End/Lower Roxbury Development Corporation, we would like to express our strong support for the Tenants Development Corporation proposal to develop properties at 395 - 397, 400 and 588 Massachusetts Avenue in Boston's South End.

This effort to stem the tide of displacement of low and moderate income residents as well as people of color from the South End is of vital concern to all of us who value the mixture and diversity of this neighborhood. TDC's past accomplishments in this respect have demonstrated that it has the persistence and commitment to bring its development efforts to fruition. The additional support of Greater Boston Community Development Corporation enhances the strength of their proposal.

We therefore ask that you allow TDC to proceed with these development plans.

Faithfully yours,


Syvalia Hyman, III
President & CEO


Alex Rodríguez
Chairman



REALTOR®

REALTORS

Dwight S. Strong
Eleanor R. Strong



STRONGHOLD REAL ESTATE

223 WEST SPRINGFIELD STREET
BOSTON, MASSACHUSETTS 02118
PHONE: (617) 536-8215

December 11, 1985

Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, Mass., 02201

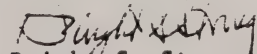
Dear Mr. Coyle:

I am writing to support the Tenants' Development Corporation's proposal to develop properties at 395-397, 400 and 588 Massachusetts Avenue in the South End.

There has been rapid development in the area by private developers, real estate land speculators and condo conversion. Many low and middle income residents are being forced out of the South End. TDC is a community based organization, non-profit and committed to providing affordable housing for a mixture of income groups. TDC should be encouraged and supported in its efforts to provide affordable housing.

I urge you to allow TDC to proceed with their proposal as it will help the housing needs of all income groups.

Sincerely yours,


Dwight S. Strong

P. S. My wife and I are Realtors and we have owned property in the South End for a ten year period during which time we had 130 tenants - all but two were minority persons. And we kept the rents below market rates.



STEFANS

BENEFITS

LEARNINGHOUSE INC.

70 Warren Street
Roxbury, Mass. 02119
445-7030

December 11, 1985

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
Boston City Hall, 9th Floor
City Hall Plaza
Boston, MA 02201

RE: 395-397, 400 and 588
Massachusetts Avenue, Boston

Dear Mr. Coyle,

We are writing in support of the Tenants' Development Corporation's proposal to develop properties at 395-397, 400 and 588 Massachusetts Avenue in Boston's South End.

Rapid development has occurred in the area as a result of private developers, real estate land speculation, and condominium conversion. Low and middle-income residents are being forced out of the South End. TDC, as a non-profit, community-based organization, is committed to providing affordable housing for a mixture of income groups. TDC should be encouraged and support in its efforts to provide affordable housing.

Again, we cannot emphasize enough the need for TDC, to be allowed to proceed with the proposal as the proposal addresses the housing needs for all income groups.

Sincerely,

Ernest Branch
Ernest Branch
Assistant Director



INQUILINOS BORICUAS EN ACCIÓN



March 25, 1985

TO WHOM IT MAY CONCERN:

I am writting to express my support for the Tenants Development Corporation. Like IBA, TDC has been developing and managing low to moderate income housing in the South End for a number of years. Their staff is very capable and experienced.

During this period where pressures of gentrifications are so intense in the South End, it is essential that organizations like TDC continue in their efforts to develop low and moderate income housing. People are being displaced daily by condo developers who would like to transform the South End into another Back Bay or Beacon Hill, destroying its rich ethnic and racial diversity. In a time where affordable housing has become less and less avialable, TDC and IBA must be unyielding in their efforts to develop decent affordable housing for people who have called the South End their home.

I hope that you will support TDC in helping them to keep the South End an "affordable" and exciting neighborhood for all to live in.

Sincerely,

Jorge N. Hernandez
Executive Director

JNH/sr



YOUTH ENRICHMENT SERVICES, INC.

180 MASSACHUSETTS AVE.
BOSTON 02115
(617) 267-5877/8



Give
Youth
a
Chance

March 25, 1985

BOARD OF DIRECTORS

President
RICHARD WILLIAMS

Vice President
MARIO NICOSIA
Nicosia Development Co.

Treasurer
MARY CROWTHER

Secretary
JOHN D. MACOMBER
Geo. B. H. Macomber Co.

PETER R. HAFFENREFFER
Executive Vice-President
Altertext, Inc.

Maria Faria
South End Project Coordinator
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

Dear Maria,

I wish to express my support of the Tenants Development Corporation (TDC) and their planned housing construction at 406 Massachusetts Avenue. As their immediate neighbor, I feel that this project is greatly needed and will be an important addition to the South End community.

If there is anything I can do to help please don't hesitate to call me.

Sincerely,

Richard Williams
President
YOUTH ENRICHMENT SERVICES, INC.

BOARD OF TRUSTEES

JOHN HENRY AURAN
Senior Editor
Skiing Magazine

MICHAEL BEEBE
Owner and Manager
Temple Mountain

JOSEPHUS BREWSTER, M.D.
Psychiatrist

NELSON GILDERSLEEVE
Manager Technical Division
SPI Personnel Consultants

FRANK HEALD
General Manager
Pico Ski Area

IRVING LISS
Owner and Manager
Hilton's Tent City

ROBERT LIVERMORE
Director
Hunneman Co. Inc.

JOSEPHUS LONG
Associate Director
Harvard University
Health Services

CHANNING MURDOCK
Owner and Manager
Butternut Ski Area

SALLY QUINN
Jeweler

CARLO SGROI
President
Back Bay Realty Company

BETTE WOODY
Black Studies Department
Wellesley College

RW:db

March 25, 1985

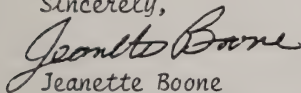
Carol Quinerly
Executive Director
Tenants Development Corporation
663 Massachusetts Avenue
Boston, MA 02118

The Advisory Committee of the South End Neighborhood Service Center of ABCD ("SNAP"), at its meeting of March 20th, voted to support the Tenant Development Corporation's application for SHARP funding to the Massachusetts Housing and Finance Agency, for the development of 56 units in the South End at the following locations: 404-408 Massachusetts Avenue, 588 Massachusetts Avenue, 390 Massachusetts Avenue and 586-588 Shawmut Avenue.

Normally, we would support a different mix than the 25% low income, 45% moderate and 30% market as proposed in TDC's application, because of the critical need for more low income housing in this area, and we would still prefer that the low income segment be raised. However, in reviewing the moderate rates of \$300 for efficiency, 350 - 1 bedroom, 400 - 2 bedrooms, 500 - 3 bedrooms, and 600 for four bedrooms, with the above rentals inclusive of utilities, it was decided to support TDC's application.

If SNAP can be supportive in any other manner toward the development of housing for low income families, please do not hesitate to call upon us.

Sincerely,



Jeanette Boone
Chairperson, Advisory Committee

cc. Pat Cusick, Director
Alison Barnet, Chairperson, Sub-committee on Advocacy for Affordable Housing

JB/pc

ARTEPE MANAGEMENT, INC.

MEZZANINE LEVEL, ROOM 207
1070 TREMONT STREET
BOSTON, MASS. 02120
TEL. 445-0333

March 22, 1985

TO WHOM IT MAY CONCERN:

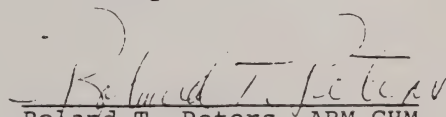
Tenant's Development Corporation (TDC) has been successful over the years in providing clean, decent and safe affordable housing to the South End of Boston since 1968.

In view of TDC's proven track record, this letter is intended as support in their efforts to obtain financing not limited to rehabilitation of abandoned and distressed buildings but new construction on the vacant lots as well as in the South End Community.

Given the Condominium Conversion activity in Boston's South End, it is clear that some provisions for maintaining and even increasing the number of mixed income housing units in this area is critical.

Please feel free to contact me at the above telephone number if you have any questions.

Sincerely,



Roland T. Peters, ARM CHM
Property Manager
Roxse Homes, Inc.

RTP/ri



REALTOR®



REALTORS

Dwight S. Strong
Eleanor R. Strong

S. STRONGHOLD REAL ESTATE
223 WEST SPRINGFIELD STREET
BOSTON, MASSACHUSETTS 02118
PHONE (617) 536-8215

March 22, 1985

Tenants' Development Corporation
663 Massachusetts Avenue
Boston, MA 02118

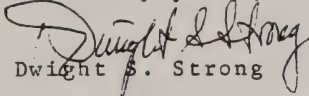
Attention: Carole Quinerly, Executive Director

Dear Carole Quinerly:

I commend the Tenants' Development
Corporation for its program for housing
in the South End.

At this time I support your efforts
in providing more housing through rehabilitation
and management.

Sincerely yours,


Dwight S. Strong

WAKE UP to Good Housing

St. Stephen's Episcopal Church

419 SHAWMUT AVENUE

BOSTON, MASS. 02118

TEL. 262-9070

THE REV. RICHARD B. LAMPERT, VICAR

March 20, 1985

to Whom It May Concern:

This letter is to support tenants' Development Corporation (TDC) goal of rehabilitating additional low/moderate income housing in the South End.

The need for low income housing in our community is critical and getting worse. We at St. Stephen's applaud TDC's effort to respond to the housing emergency.

On a personal level, St. Stephen's and I were involved in the beginnings of another such group - ETC/IBH. We are again becoming very involved in tenant needs and problems. We totally support TDC's efforts.

The Rev. Richard B. Lampert, MSW



SOUTH E. NEIGHBORHOOD CHURCH OF E. MANUEL

Meeting at: 2 San Juan Street
Mail: Box 18245
Boston, MA 02118
(617) 262-0900

To whom it may concern,

I would like to voice my support of the
Tenants Development Corporation. As a minister
in the South End I constantly witness the struggle
of middle and low income people to find housing.
The BRA can help in this situation. The Tenants
Development Corporation has had a history of
supplying affordable housing in the South End. We
need desperately groups like this and the housing
to be opened for them. I am in much support
of them and their work in the South End.

W. L. (Herman) [unclear]
South End Neighborhood Church

M O N Y

Mutual Life Insurance Company of
New York

March 22, 1985

To Whom it May Concern:

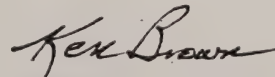
The Tenants' Development Corporation came into existence at a time when the impetus of urban renewal gave undue license to the moneyed gentry and real estate speculators to purchase and rehabilitate housing. In the process rooming and lodging houses, elderly home owners and families renting their units were at the mercy of the new codes and standards being imposed to attract outside capital essential to make urban renewal work.

Work it did, and subsequent events continue to work against the black and minority residents which at least in theory, urban renewal was supposed to assist in meeting their housing needs. It was the TDC's dedication during this period of strife in accepting seriously the urban renewal mandate to upgrade the housing opportunities for low and moderate income residents of the South End. They organized and structured themselves in a sufficiently disciplined manner to obtain city and federal approval to develop and maintain housing for low and moderate income South End residents.

It has been an extremely difficult 12 years and the City of Boston and the low and moderate income black and minority people in the South End must give acclaim and thanks to TDC for its' continuing service where many other similiar groups are no longer in existence.

TDC should be given every opportunity to continue and expand the splendid work which they have performed so well for the South End and the City of Boston,

Sincerely,


Kennett L. Brown

McCreary's Inc.
542 Columbus Avenue
Boston, Massachusetts
02118

March 20, 1985

Carole Quinerly
Executive Director
Tenants' Development Corporation
663 Massachusetts Avenue
Boston, Massachusetts
02118

Dear Ms. Quinerly:

As community residents for fifteen years and store owner/investors for four (4) years, we wish to take this time to express support for the Tenants' Development Corporation which has shown itself to be a responsible and integral part of the South End.

We encourage, and would like all responsible agencies and governmental organizations to do likewise, the efforts of TDC to provide further housing for low and moderate income housing.

We find TDC's unique brand of tenant involvement, and especially their willingness to be answerable to the other homeowners in the community, particularly positive.

Thank-you for your consideration, and best wishes for further progress.

Yours,

Robert and Nancy McCreary

LAW OFFICES OF
ROBERT M. COHEN
33 UNION STREET
BOSTON, MA 02108

BOSTON OFFICES
(617) 523-0505

CAPE COD OFFICES
7 PILGRIM HEIGHTS ROAD
POST OFFICE BOX 271
PROVINCETOWN, MA 02657
(617) 487-4469

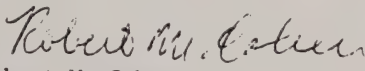
March 17, 1985

Tenants Development Corporation
Attn: Carole Quinerly, Executive Dir.
663 Massachusetts Avenue
Boston, MA 02118

Dear Ms. Quinerly:

As an attorney in Boston who on a regular basis represents owners and managers of low and moderate income housing, I am acutely aware of the shortage of such housing in the Boston area. I heartily endorse your plan to develop additional units of low and moderate income housing in the South End. The housing shortage for these units is exacerbated by condominium conversions and the resulting increase value of buildings in the South End. If I can be of further assistance in lending support to your proposed development, just let me know.

Very truly yours,


Robert M. Cohen

RMC:saf

Melvin H. King
431 Columbus Avenue
Boston, Massachusetts 02116
(617) 267-3759

March 20, 1985

To Whom It May Concern:

Tenants' Development Corporation (TDC) has been successful over the years in providing clean, decent and safe affordable housing to the South End of Boston since 1968.

In view of TDC's proven track record, this letter is intended as support in their efforts to obtain financing not limited to rehabilitation of abandoned and distressed buildings but new construction on the vacant lots as well as in the South End Community.

Given the Condominium Conversion activity in Boston's South End, it is clear that some provisions for maintaining and even increasing the number of mixed income housing units in this area is critical.

Please feel free to contact me at the above number if you have any questions.

Sincerely,


Melvin H. King

MHK:cmst

DECEMBER 6, 1985

CITY OF BOSTON
BOARD OF APPEALS
ONE CITY HALL SQUARE
BOSTON, MA 02201

TO WHOM IT MAY CONCERN:

We, the resident of the NewCastle Sarnac Apartments located at 609-627 Columbus Ave., are supportive of the Housing Development as proposed by the Tenant's Development Corporation. (T.D.C.) with NO PARKING.

The T.D.C. propose at 400 Massachusetts Ave. and 395-397 Massachusetts Ave. provides for 62 units of housing.

We do not need an additional parking lot located behind our residence.

We request the Board of Appeals to approve the T.D.C. variance with NO PARKING.

Thank you for your consideration.

Barbara J. Howell
Diane Bendison
Patricia A. Cole
Lillian Sprawl
Mica V. Ngobo-Mbere.
Aggrey Mbere;
Lynda Ekevarua
Katherine Dickson
Louise Mitchell
Lena Carroll
Jennifer Shepherd

Reg D. Mor
Fauda Mulgound
Mae H. Barnes
D. Carter
Betty Hale
Saretha Johnson
Vivian Battle
Matthe Jones
Patricia Rogers
Gertie Fabe
Lenora Jones
Mildred Jones
Edith Jones

DECEMBER 6, 1985

CITY OF BOSTON
BOARD OF APPEALS
ONE CITY HALL SQUARE
BOSTON, MA 02201

TO WHOM IT MAY CONCERN:

We, the resident of the Newcastle Sarnac Apartments located at 609-627 Columbus Ave., are supportive of the Housing Development as proposed by the Tenant's Development Corporation. (T.D.C.) with NO PARKING.

The T.D.C. propose at 400 Massachusetts Ave. and 395-397 Massachusetts Ave. provides for 62 units of housing.

We do not need an additional parking lot located behind our residence.

We request the Board of Appeals to approve the T.D.C. variance with NO PARKING.

Thank you for your consideration.

Clair L. Thompson

Ann Davis

Lidia Burt

Jack Barnes

Beck Frederick

William Frierson

Elizabeth Fenderson

Dwightlyn Ashe

Keith A. Sals

Clair Glasgow

Leo Clarke

Norathy Tynon

Donna Tynon

Walter Slight

Carlton Barnes

James Barnes

Paul M.

James M. H.

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDS TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO-MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	<u>Judith Davis</u>	ADDRESS	<u>96 W. Springfield St.</u>
2. NAME	<u>Evelyn Balderson</u>	ADDRESS	<u>91 Leonard St.</u>
3. NAME	<u>Evelyn Berman</u>	ADDRESS	<u>87 Leach St. Apt. 1</u>
4. NAME	<u>Dorothy Austin</u>	ADDRESS	<u>499 Shawmut Ave</u>
5. NAME	<u>Charles Maustick</u>	ADDRESS	<u>190 Westview St</u>
6. NAME	<u>John R. Thibault</u>	ADDRESS	<u>787 Washington St</u>
7. NAME	<u>Lynn S. Fry</u>	ADDRESS	<u>222 Westview St</u>
8. NAME	<u>John Hobbs</u>	ADDRESS	<u>103 Cedar St</u>
9. NAME	<u>Sharon Kasilada</u>	ADDRESS	<u>145 Franklin St</u>
10. NAME	<u>Neddy Gemb</u>	ADDRESS	<u>Leicester St. Rox</u>
11. NAME	<u>John R. Thibault</u>	ADDRESS	<u>787 Washington St</u>
12. NAME	<u>Nicholas J. Pifer</u>	ADDRESS	<u>31 Denwood Ter. W</u>
13. NAME	<u>Natalie E. Robinson</u>	ADDRESS	<u>119 Washington St.</u>
14. NAME	<u>Franklin P. Pifer</u>	ADDRESS	<u>49 R. H. Rd</u>
15. NAME	<u>John J. Pifer</u>	ADDRESS	<u>575 Washington St</u>
16. NAME	<u>Norman Harding</u>	ADDRESS	<u>5952 Washington St. Roxbury</u>
17. NAME	<u>Dose Vega</u>	ADDRESS	<u>C/A Mendon St</u>
18. NAME	<u>Keith Williams</u>	ADDRESS	<u>96 W. Springfield St</u>
19. NAME	<u>Marie J. Smith</u>	ADDRESS	<u>162 Amundson Ave</u>
20. NAME	<u>Lynn Wright</u>	ADDRESS	
21. NAME	<u>Francis Calan</u>	ADDRESS	<u>560 Mass Ave</u>
22. NAME	<u>Amel A. B. B. B.</u>	ADDRESS	<u>64 FISH ST. AVE</u>
23. NAME	<u>Diane Berman</u>	ADDRESS	<u>P.O. Box 402-J. W.</u>
24. NAME	<u>Gertrude Spruce</u>	ADDRESS	<u>79 Brandon Ave</u>
25. NAME	<u>Charles L. Clark</u>	ADDRESS	<u>495 Columbus Ave</u>
26. NAME	<u>Allen Clark</u>	ADDRESS	<u>76 Brandon Ave</u>
27. NAME	<u>John R. Thibault</u>	ADDRESS	<u>787 Washington St</u>
28. NAME	<u>Grantha Clark</u>	ADDRESS	<u>574 MASS AVE</u>
29. NAME	<u>Robert L. Clark</u>	ADDRESS	<u>574 MASS. AVE</u>
30. NAME	<u>John R. Thibault</u>	ADDRESS	<u>574 Mass Ave</u>
31. NAME	<u>John R. Thibault</u>	ADDRESS	<u>574 Mass Ave</u>

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME Tom Joseph ADDRESS 225 Columbia Rd
2. NAME Joe Marie Rodriguez ADDRESS 119 Columbia Rd
3. NAME Paul S. Hill ADDRESS 20 Dumas Ct
4. NAME Emilio Brilla ADDRESS 19 Catherine Av
5. NAME HARUN ABDUL KARI ADDRESS 426 STARKIN
6. NAME BqHy Akpan ADDRESS 575 Shawmut Av
7. NAME John Williams ADDRESS 106 Hawthorn St
8. NAME Louis Bell ADDRESS 125 Amory St
9. NAME Betty Clady ADDRESS 575 Shawmut Av
10. NAME Yamice McCray ADDRESS 14 Stafford St
11. NAME Greg Lewis ADDRESS 930 Beacon St
12. NAME John J. Key ADDRESS 7 Thull St
13. NAME Art Randi ADDRESS 1 Centre St
14. NAME Edwin Early ADDRESS 161 W. Springfield St
15. NAME Tekone West ADDRESS 50 Lincoln St
16. NAME W. Simmons ADDRESS 1513 Welch St
17. NAME W. B. B. ADDRESS 89 Worcester St
18. NAME Robert + Vickie ADDRESS 8 WEST CONNOR
19. NAME Raymond (Nick) ADDRESS 1880 Sumner St
20. NAME Jeffrey Thomas ADDRESS 548 Mass Ave Boston
21. NAME Lynette Brown ADDRESS 43 E. Springfield St
22. NAME R. Thompson ADDRESS 43 E. Springfield St
23. NAME Frank Leroy ADDRESS 179 Northampton St
24. NAME M. C. Smith ADDRESS 165 St. Herman St City
25. NAME M. Braccini ADDRESS 76 Ridgewood St.
26. NAME J. Gervais ADDRESS 545 Mass Ave
27. NAME Wanda M. Immy ADDRESS 460 Atlantic Ave
28. NAME Mike Davis ADDRESS 4 Worcester St
29. NAME Miss Rawn ADDRESS 13 Columbia St
30. NAME Theresa Tance ADDRESS 12 Kingsdale St
31. NAME Norma Ayala ADDRESS 656 Mass Ave
32. NAME Ann Mary Ayala ADDRESS 656 Mass Ave
33. NAME MIKE JOHNSON ADDRESS 71 NORTHMAP TOW

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDS TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	<u>Harold Burr</u>	ADDRESS	<u>29 E. Concord St.</u>
2. NAME	<u>R. F. Clumme</u>	ADDRESS	<u>162 W. Brookline</u>
3. NAME	<u>Nathaniel Smith</u>	ADDRESS	<u>65 Putnam St. Boston</u>
4. NAME	<u>Lawrence Kormanly</u>	ADDRESS	<u>1701 - WASH - ST</u>
5. NAME	<u>Paula de Buzell</u>	ADDRESS	<u>878 CUMMINGS HILL</u>
6. NAME	<u>John H. Roberts</u>	ADDRESS	<u>878 CUMMINGS HILL</u>
7. NAME	<u>Alice Rose</u>	ADDRESS	<u>1701 Washington St</u>
8. NAME	<u>Linda Smith</u>	ADDRESS	<u>21 E. MONTROSE</u>
9. NAME	<u>Charles David Ware</u>	ADDRESS	<u>25 Mt. Vernon St</u>
10. NAME	<u>Lucy Davis</u>	ADDRESS	<u>1701 Washington St</u>
11. NAME	<u>Hal Roberts</u>	ADDRESS	<u>189 W. Springfield</u>
12. NAME	<u>Joan Sanchez</u>	ADDRESS	<u>652 - MASS AVE</u>
13. NAME	<u>John</u>	ADDRESS	<u>33 E. Concord St</u>
14. NAME	<u>William J. Taylor</u>	ADDRESS	<u>29 R. Lincoln St</u>
15. NAME	<u>Thomas J. Taylor</u>	ADDRESS	<u>29 W. 135th Ave</u>
16. NAME	<u>James H. Hill</u>	ADDRESS	<u>24 East Springfield</u>
17. NAME	<u>Moses McBratner</u>	ADDRESS	<u>69 Mount Vernon St</u>
18. NAME	<u>Joseph J. Taylor</u>	ADDRESS	<u>15 Hammond St</u>
19. NAME	<u>Charles H. Hill</u>	ADDRESS	<u>1744 Washington St</u>
20. NAME	<u>John Taylor</u>	ADDRESS	<u>151 Mount St</u>
21. NAME	<u>Linda Walker</u>	ADDRESS	<u>26 Hammond St</u>
22. NAME	<u>Arthur Williams</u>	ADDRESS	<u>22 Park Ave</u>
23. NAME	<u>Joan Roberts</u>	ADDRESS	<u>95 Amory St</u>
24. NAME	<u>Thomas Reels</u>	ADDRESS	<u>10 Clifton St</u>
25. NAME	<u>Angelika M. Bain</u>	ADDRESS	<u>21 East Springfield</u>
26. NAME	<u>Phillip Mitchell</u>	ADDRESS	<u>49 B. W. Dedmon St</u>
27. NAME	<u>Thomas L. Jones</u>	ADDRESS	<u>264 Mt Vernon St</u>
28. NAME	<u>Heidi Lee</u>	ADDRESS	<u>46 Kane Pl</u>
29. NAME	<u>Alfred J. Taylor</u>	ADDRESS	<u>24 Park St Quincy</u>
30. NAME	<u>Salvatore J. Sanchez</u>	ADDRESS	<u>213 Pleasant St</u>
31. NAME	<u>Virginia Dean</u>	ADDRESS	<u>656 Mass Ave</u>
32. NAME	<u>John Roberts</u>	ADDRESS	<u>560 Hammond St</u>
33. NAME	<u>Maria Sanchez</u>	ADDRESS	<u>160 Harvard St</u>

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUND TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	<u>Seneca Walters</u>	ADDRESS	<u>27 Regina Rd #3 Dor.</u>
2. NAME	<u>Mildred Stillburne</u>	ADDRESS	<u>43 Highland Ct. Rox.</u>
3. NAME	<u>Marville Lawton</u>	ADDRESS	<u>15 Greenwood St Dor.</u>
4. NAME	<u>L C Corp</u>	ADDRESS	<u>34 Highland St</u>
5. NAME	<u>Christie McCarter</u>	ADDRESS	<u>80 W. RA St Dor.</u>
6. NAME	<u>Holly Bell</u>	ADDRESS	<u>809 Blue Hill Ave</u>
7. NAME	<u>Bruce D. Bickard</u>	ADDRESS	<u>212 Hamilton St. Dor.</u>
8. NAME	<u>Travis Taylor</u>	ADDRESS	<u>57 Greenwood St</u>
9. NAME	<u>Ray. Lawton</u>	ADDRESS	<u>57 Greenwood St</u>
10. NAME	<u>Yolanda Bickard</u>	ADDRESS	<u>21 Greenwood St</u>
11. NAME	<u>James P. Stanton</u>	ADDRESS	<u>91 Graham St. Dor.</u>
12. NAME	<u>Joan C. Beyer</u>	ADDRESS	<u>155 Ashbur Cir</u>
13. NAME	<u>Maxine Jenkins</u>	ADDRESS	<u>2 Bean Ct. Dor.</u>
14. NAME	<u>Chuck Whitaker</u>	ADDRESS	<u>2 Bean Ct. Dor. Mass.</u>
15. NAME	<u>James B. Brown</u>	ADDRESS	<u>623 Columbus Ave</u>
16. NAME	<u>Ralph Jeter</u>	ADDRESS	<u>127 Mass Ave</u>
17. NAME	<u>Earl Gray</u>	ADDRESS	<u>28 Worcester St</u>
18. NAME	<u>Chris O'Neil</u>	ADDRESS	<u>680 Tremont St</u>
19. NAME	<u>Janet Hurdley</u>	ADDRESS	<u>609 Columbus Ave</u>
20. NAME	<u>Joyce Brown</u>	ADDRESS	<u>137 Columbia Rd</u>
21. NAME	<u>Marsha Hunt</u>	ADDRESS	<u>599 Haverhill Ave.</u>
22. NAME	<u>Esau Allah</u>	ADDRESS	<u>577 Massachusetts Ave.</u>
23. NAME	<u>Ernest Taylor</u>	ADDRESS	<u>30 W. 10th St. Sq.</u>
24. NAME	<u>Samuel Burrell</u>	ADDRESS	<u>517 Main Ave</u>
25. NAME	<u>James Dandy</u>	ADDRESS	<u>612 Mass Ave</u>
26. NAME	<u>Phyllis Jones</u>	ADDRESS	<u>64 School St. Dor.</u>
27. NAME	<u>Joseph R. Butler</u>	ADDRESS	<u>411 E. Harvard St</u>
28. NAME	<u>Paul D. Jones</u>	ADDRESS	<u>7 Halpin St</u>
29. NAME	<u>Christine B. Brown</u>	ADDRESS	<u>31 MASS AV</u>
30. NAME	<u>Mary Ann Harris</u>	ADDRESS	<u>31 Worcester Square</u>
31. NAME	<u>Lily Sam</u>	ADDRESS	<u>20 Herring Green</u>
32. NAME	<u>Alvin M. Cardwell</u>	ADDRESS	<u>24 Back Pond St Dor.</u>
33. NAME	<u>Kenneth Rodriguez</u>	ADDRESS	<u>10 E. Brookline St. Dor.</u>

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDS TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	Arthur Olsen	ADDRESS	671 Mass Ave
2. NAME	Arthur Olsen	ADDRESS	653 Mass Ave
3. NAME	Walter R. R.	ADDRESS	75 Reservoir
4. NAME	Keri Bailey	ADDRESS	55 Rittenhouse St
5. NAME	Mary Longley	ADDRESS	498 Columbus Ave
6. NAME	Charles Allen	ADDRESS	96 Ward Lodge St
7. NAME	Julietta Korman	ADDRESS	457 Mass Ave
8. NAME	Siobhan Gorton	ADDRESS	91 E. Brookline St
9. NAME	Collette Joyce	ADDRESS	675 Mass Ave
10. NAME	Gabriel Akbar	ADDRESS	12 Wellington St
11. NAME	Josephine	ADDRESS	124 Mass Ave
12. NAME	Jennifer Sten	ADDRESS	35 Spence St
13. NAME	David White	ADDRESS	91-11 Spence St
14. NAME	Christiana Bartley	ADDRESS	627 Mass Ave Boston
15. NAME	Kathleen Pantaleon	ADDRESS	502 Columbus Ave, Boston
16. NAME	Mary Rose	ADDRESS	51 Wellington St
17. NAME	John Kavanagh	ADDRESS	176 St. Andrews St
18. NAME	James L. Gordon	ADDRESS	176 St. Andrews St
19. NAME	Mae Orenda	ADDRESS	545 Mass Ave
20. NAME	Franklin's News Store	ADDRESS	566 Columbus Ave.
21. NAME	Robert L. Farrell	ADDRESS	219 Marlborough St
22. NAME	Mary Clontsaku	ADDRESS	574 Mass Ave.
23. NAME	Marice L. Greene	ADDRESS	612 Mass Ave
24. NAME	Therese L. George	ADDRESS	605 Mass Ave
25. NAME	Eve Taylor	ADDRESS	609 Columbus Ave
26. NAME	James Rogers	ADDRESS	32 Waverley St
27. NAME	Thomas Green	ADDRESS	522 New St
28. NAME	Edna Rodriguez	ADDRESS	574 Mass Ave
29. NAME	Mittie D. Stephens	ADDRESS	569 Mass Ave Boston
30. NAME	Nardi Williams	ADDRESS	511 Marlborough St
31. NAME	Charles Korman	ADDRESS	663 Mass Ave #3
32. NAME	Delores Higgins	ADDRESS	663 Mass Ave #3
33. NAME	Sybil Higgins	ADDRESS	663 Mass Ave #3

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDS TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	<u>Robert A. Brown</u>	ADDRESS	<u>100 The Fenwick Road</u>
2. NAME	<u>James M. Brown</u>	ADDRESS	<u>12 Woodland St</u>
3. NAME	<u>W. H. Brown</u>	ADDRESS	<u>623 Massachusetts Ave</u>
4. NAME	<u>Scott M. Brown</u>	ADDRESS	<u>664 Commonwealth Ave</u>
5. NAME	<u>Michael J. Brown</u>	ADDRESS	<u>664 Commonwealth Ave</u>
6. NAME	<u>William J. Brown</u>	ADDRESS	<u>508 Massachusetts Ave</u>
7. NAME	<u>James J. Brown</u>	ADDRESS	<u>300 Tremont St</u>
8. NAME	<u>Robert J. Brown</u>	ADDRESS	<u>156 N. St</u>
9. NAME	<u>James H. Brown</u>	ADDRESS	<u>973 Tremont St</u>
10. NAME	<u>Charles J. Brown</u>	ADDRESS	<u>3 Woodville Pl</u>
11. NAME	<u>Bruce J. Brown</u>	ADDRESS	<u>166 Commonwealth Ave</u>
12. NAME	<u>Thomas J. Brown</u>	ADDRESS	<u>54 North Ave</u>
13. NAME	<u>James J. Brown</u>	ADDRESS	<u>111 N. St</u>
14. NAME	<u>James J. Brown</u>	ADDRESS	<u>110 Lincoln St</u>
15. NAME	<u>Thomas J. Brown</u>	ADDRESS	<u>155 N. St</u>
16. NAME	<u>James J. Brown</u>	ADDRESS	<u>521 N. St</u>
17. NAME	<u>James J. Brown</u>	ADDRESS	<u>128 North Ave</u>
18. NAME	<u>James J. Brown</u>	ADDRESS	<u>19 Beacon St</u>
19. NAME	<u>James J. Brown</u>	ADDRESS	<u>75 N. St</u>
20. NAME	<u>Kina J. Brown</u>	ADDRESS	<u>336 Talbot Ave</u>
21. NAME	<u>James J. Brown</u>	ADDRESS	<u>8 N. St</u>
22. NAME	<u>James J. Brown</u>	ADDRESS	<u>930 N. St</u>
23. NAME	<u>James J. Brown</u>	ADDRESS	<u>100 N. St</u>
24. NAME	<u>James J. Brown</u>	ADDRESS	<u>107 N. St</u>
25. NAME	<u>James J. Brown</u>	ADDRESS	<u>4 N. St</u>
26. NAME	<u>James J. Brown</u>	ADDRESS	<u>11 N. St</u>
27. NAME	<u>James J. Brown</u>	ADDRESS	<u>52 N. St</u>
28. NAME	<u>James J. Brown</u>	ADDRESS	<u>38 N. St</u>
29. NAME	<u>James J. Brown</u>	ADDRESS	<u>36 N. St</u>
30. NAME	<u>James J. Brown</u>	ADDRESS	<u>314 N. St</u>
31. NAME	<u>James J. Brown</u>	ADDRESS	<u>31 N. St</u>
32. NAME	<u>James J. Brown</u>	ADDRESS	<u>31 N. St</u>
33. NAME	<u>James J. Brown</u>	ADDRESS	<u>31 N. St</u>

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDING TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME Bessie Robinson ADDRESS 23 Green St
2. NAME Walter Wilson ADDRESS Boston Ave
3. NAME Frankie Williams ADDRESS 516 Oak Ave
4. NAME Marie Brown ADDRESS 495 Columbus
5. NAME James D. M. ADDRESS 1455 Washington
6. NAME Bill M. Ryan ADDRESS 430 Mass Ave
7. NAME Frankie Williams ADDRESS 4149 Centre
8. NAME Frankie Williams ADDRESS 2021 Springfield
9. NAME Frankie Williams ADDRESS 516 Oak Ave
10. NAME Frankie Williams ADDRESS 516 Oak Ave
11. NAME Frankie Williams ADDRESS 516 Oak Ave
12. NAME Frankie Williams ADDRESS 516 Oak Ave
13. NAME Frankie Williams ADDRESS 516 Oak Ave
14. NAME Frankie Williams ADDRESS 516 Oak Ave
15. NAME Frankie Williams ADDRESS 516 Oak Ave
16. NAME Frankie Williams ADDRESS 516 Oak Ave
17. NAME Frankie Williams ADDRESS 516 Oak Ave
18. NAME Frankie Williams ADDRESS 516 Oak Ave
19. NAME Frankie Williams ADDRESS 516 Oak Ave
20. NAME Frankie Williams ADDRESS 516 Oak Ave
21. NAME Frankie Williams ADDRESS 516 Oak Ave
22. NAME Frankie Williams ADDRESS 516 Oak Ave
23. NAME Frankie Williams ADDRESS 516 Oak Ave
24. NAME Frankie Williams ADDRESS 516 Oak Ave
25. NAME Frankie Williams ADDRESS 516 Oak Ave
26. NAME Frankie Williams ADDRESS 516 Oak Ave
27. NAME Frankie Williams ADDRESS 516 Oak Ave
28. NAME Frankie Williams ADDRESS 516 Oak Ave
29. NAME Frankie Williams ADDRESS 516 Oak Ave
30. NAME Frankie Williams ADDRESS 516 Oak Ave
31. NAME Frankie Williams ADDRESS 516 Oak Ave
32. NAME Frankie Williams ADDRESS 516 Oak Ave
33. NAME Frankie Williams ADDRESS 516 Oak Ave

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDS TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	<u>Margaret Grieco</u>	ADDRESS	<u>51 Prentiss St</u>
2. NAME	<u>John W. Villanova</u>	ADDRESS	<u>103 Tremont St</u>
3. NAME	<u>Thomas J. Hall</u>	ADDRESS	<u>104 South Street</u>
4. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>547 Mass Ave</u>
5. NAME	<u>Dorothy Brown</u>	ADDRESS	<u>32 Michigan Ave</u>
6. NAME	<u>Ed. Walker</u>	ADDRESS	<u>11 Wood Lane Rd</u>
7. NAME	<u>Esther Gill</u>	ADDRESS	<u>41 Blakeville St</u>
8. NAME	<u>Elizabeth Andrews</u>	ADDRESS	<u>PO BOX 1853 Boston</u>
9. NAME	<u>Sandra J. Jorgensen</u>	ADDRESS	<u>40 Clifford Street</u>
10. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>725 Tremont St</u>
11. NAME	<u>Gyja C. Dizon</u>	ADDRESS	<u>623 Mass Ave</u>
12. NAME	<u>Kath. Durant</u>	ADDRESS	<u>421 Mass Ave</u>
13. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>407 Mass Ave</u>
14. NAME	<u>Ruth Anthony</u>	ADDRESS	<u>37 Greenwich Pk.</u>
15. NAME	<u>Deborah Campbell</u>	ADDRESS	<u>547 Mass Ave</u>
16. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>5 Broad St. Boston</u>
17. NAME	<u>Marc Tyler</u>	ADDRESS	<u>627 Mass Ave Boston</u>
18. NAME	<u>Diane Thomas</u>	ADDRESS	<u>347 Mass Ave Boston</u>
19. NAME	<u>Frank</u>	ADDRESS	<u>123 Mass Ave Boston</u>
20. NAME	<u>John D. Seaward</u>	ADDRESS	<u>55 Paul Road St. Boston</u>
21. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>21 North St. Boston</u>
22. NAME	<u>Norma Howell</u>	ADDRESS	<u>138 Tremont St</u>
23. NAME	<u>Edith Jorgensen</u>	ADDRESS	<u>675 Mass Ave</u>
24. NAME	<u>Norma Rogers</u>	ADDRESS	<u></u>
25. NAME	<u>Sharon Rederach</u>	ADDRESS	<u>34 Multrie St Boston</u>
26. NAME	<u>Rodrigue Paradiel</u>	ADDRESS	<u></u>
27. NAME	<u>Richard W. Williams</u>	ADDRESS	<u>20 Pasadena Rd Dor</u>
28. NAME	<u>Laura Herung</u>	ADDRESS	<u>19 Belvidere Ld. Matt</u>
29. NAME	<u>Norma Jorgensen</u>	ADDRESS	<u></u>
30. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>613 Mass Ave</u>
31. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>23 W. 1st St. Boston</u>
32. NAME	<u>John J. Jorgensen</u>	ADDRESS	<u>70 Mass Ave # B1</u>
33. NAME	<u>Annie Chapman</u>	ADDRESS	<u>654 Mass Ave</u>

PETITION

WE, THE UNDERSIGNED, WOULD LIKE THE MASSACHUSETTS HOUSING FINANCE AGENCY (MHFA) TO GRANT TENANTS' DEVELOPMENT CORPORATION (TDC) THE NECESSARY FUNDS TO IMPLEMENT THE PROPOSED THIRD PACKAGE WHICH WILL GENERATE MORE RENTAL UNITS TO THE LOWER TO MODERATE INCOME RESIDENTS OF BOSTON.

1. NAME	<u>Mamie Cooks</u>	ADDRESS	<u>1439 Blue Hill</u>
2. NAME	<u>Louise Williams</u>	ADDRESS	<u>612 Main Ave</u>
3. NAME	<u>Ammanuel Arriba</u>	ADDRESS	<u>64 FISAR RD</u>
4. NAME	<u>Donald Taylor</u>	ADDRESS	<u>935 Blue Hill</u>
5. NAME	<u>Nancy E. Johnson</u>	ADDRESS	<u>21 Paris Road</u>
6. NAME	<u>Daniel T. Bushie</u>	ADDRESS	<u>860 Harrison</u>
7. NAME	<u>Conrad Wright</u>	ADDRESS	<u>165 Norfolk St.</u>
8. NAME	<u>Pauline McHume</u>	ADDRESS	<u>165 Norfolk St</u>
9. NAME	<u>Richard Brown</u>	ADDRESS	<u>66 Paris Ave Boston</u>
10. NAME		ADDRESS	
11. NAME		ADDRESS	
12. NAME		ADDRESS	
13. NAME		ADDRESS	
14. NAME		ADDRESS	
15. NAME		ADDRESS	
16. NAME		ADDRESS	
17. NAME		ADDRESS	
18. NAME		ADDRESS	
19. NAME		ADDRESS	
20. NAME		ADDRESS	
21. NAME		ADDRESS	
22. NAME		ADDRESS	
23. NAME		ADDRESS	
24. NAME		ADDRESS	
25. NAME		ADDRESS	
26. NAME		ADDRESS	
27. NAME		ADDRESS	
28. NAME		ADDRESS	
29. NAME		ADDRESS	
30. NAME		ADDRESS	
31. NAME		ADDRESS	
32. NAME		ADDRESS	
33. NAME		ADDRESS	

The Commonwealth of Massachusetts

House of Representatives

State House, Boston 02133

BYRON RUSHING

Room 167

Telephone (617) 722-2692

9TH SUFFOLK DISTRICT

(South End • Fenway • Mission Hill • Prudential)

December 18, 1985

RECEIVED

DEC 18 1985

Ans'd.....

Ricardo Millett

Assistant Director of Community Planning and Development

Boston Redevelopment Authority

Boston City Hall, 9th Floor

Boston, MA 02201

Dear Mr. Millett:

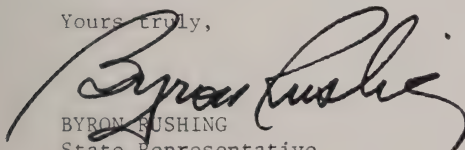
RE: 395-397, 400 and 588 MASSACHUSETTS AVENUE, BOSTON

I am writing in support of the Tenant's Development Corporation's proposal to develop properties at 395-397, 400 and 588 Massachusetts Avenue in Boston's South End.

Rapid development has occurred in the area as a result of private developers, real estate land speculation, and condominium conversion. TDC, as a non-profit, community-based organization, is committed to providing affordable housing for a mixture of income groups; and to prevent any further exclusion of low and middle income residents from the South End, TDC should be encouraged and supported in its efforts to provide affordable housing. I cannot emphasize enough the need for TDC to be allowed to proceed with the proposal as the proposal addresses the housing needs for all income groups.

As I said on other occasions, the South End has entered a "post-gentrification" phase. We still have an opportunity to create an economically pluralistic community. However, this can only happen if public authorities make low- and moderate-income housing rentals and ownership the priority in South End.

Yours truly,


BYRON RUSHING

State Representative

BR:a

CC: Carole Quinerly, TDC

THE COMMITTEE ON WAYS AND MEANS
CHAIRMAN, COMMISSION ON THE 350TH ANNIVERSARY OF
THE ARRIVAL OF AFRICANS IN MASSACHUSETTS

RECEIVED

DEC 18 1985

Ans'd.....



Boston City Council

December 16, 1985

David Scondras
District 8
725-4225

Stephen Coyle, Director
Boston Redevelopment Authority

Dear Mr. Coyle,

As one committed to affordable housing and as a neighbor of the property involved, I fully support Tenants' Development Corporation's petition for final designation as developer for 395-397, 400, and 588 Massachusetts Avenue.

The Boston Redevelopment Authority should take expeditious action on this final designation so as not to jeopardize the funding sources that make TDC's proposal for desperately needed low and moderate income housing possible.

As arson and rampant real estate speculation displace more and more South End residents, designation of TDC as developer will be a vital indication of the city's commitment to maintaining and creating affordable housing.

Yours truly,

David Scondras

DS:jfw

SOUTH END COUNCIL OF THE RAINBOW COALITION

518 Shawmut Avenue
Boston, Massachusetts 02118

December 19, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
City Hall Plaza
Boston, Massachusetts

Dear Mr. Coyle,

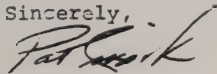
The South End Council of the Rainbow Coalition urges the Boston Redevelopment Authority to grant final designation to the Tenants Development Corporation (TDC) to develop the sites at 395-397, 400 and 588 Massachusetts Avenue. The TDC proposal will provide affordable housing to a mixture of income groups, and enjoys widespread community support.

The stark demographics and documentation of the crisis in affordable housing are both well known to the BRA, and need not be elaborated upon. The TDC proposal addresses this crisis, and deserves approval and also support.

The South End Council of the Rainbow Coalition is confident that the BRA, being aware that our neighborhood has too often been the laboratory for gentrification and its resultant displacement of families of color, will safeguard the community against further disruption and positively support proposals which mitigate this disruption.

We urge swift final designation of the TDC proposal for these properties.

Sincerely,



Pat Cusick
Chairperson
South End Council

SOUTH END NEIGHBORHOOD SERVICE CENTER

"We Still Have The Dream"



December 19, 1985

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
City Hall Plaza
Boston, Massachusetts

Dear Mr. Coyle,

Please consider this letter an expression of the strongest possible support of the proposal of the Tenants Development Corporation (TDC) as it seeks final designation from the BRA to develop the properties at 395-397, 400 and 588 Massachusetts Avenue.

We at the South End Neighborhood Service Center of ABCD ("SNAP") are most concerned regarding this designation. In our 21st year of serving low and moderate income families of the South End, and headquartered at 554 Columbus Avenue, around the corner from the sites on Massachusetts Avenue, SNAP has witnessed the flawed policies and procedures of the BRA in the sixties and early seventies which contributed to massive displacement of families from this area. We are hopeful, however, that the current BRA Board and Administration will be able to ascertain which proposals for development represent plans which will truly benefit the community.

Our concern regarding the aforementioned sites, and our support for TDC as the developer has been evidenced by a unanimous vote of support from the elected SNAP Advisory Committee, and the inclusion of this support activity as our highest priority in our current Work Plan approved by both ABCD and the Executive Office of Community Affairs of the Commonwealth. TDC as an institution, and this proposal, enjoy widespread community support. Further, their plans address the most critical problem in this neighborhood and in the city: the ever-escalating crisis in affordable housing.

We are also aware that a delay in final designation past the end of this month, might place in jeopardy, the SHARP funding, already committed. SNAP urges the swift final designation of the TDC proposal.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Pat Cusick', written in a cursive style.

Pat Cusick
Director

A handwritten signature in dark ink, appearing to read 'Jeanette Boone', written in a cursive style.

Jeanette Boone
Chairperson, SNAP Advisory Committee

19 December, 1985

To: BRA
Board Members

From: Mr Charles J Sheffield
671 Mass Ave
Boston, Mass Apt #2

I, Charles J Sheffield of 671
Mass Ave, apt #2, for 14 yrs
are supportive of Tenant's Develop-
ment Corp, in developing these
housing for moderate & low in-
come people.

Supportive of,
Charles J Sheffield

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Charles D. Lawrence
72 Shaw Ave.

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C.'s efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owned properties.

Sincerely,

Theresa Hobbs
419 Mass Ave

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Denise H. Walker

423 Mass Ave #2

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Paul Baum
425 MASS AVE

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Elizabeth Benton
419 Mrs Ali

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Ms. Willie M. Brown
421 Mass Ave

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Laura Elia
421 Mass Ave #3

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Ruth Durant
421 Mass Ave
Boston - Mass

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

William Conkling

425 MASS AVE

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Lillian M. Moore
435 Mass Ave #5

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Fatherine Chastell
423 Mass Ave Bk5,

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Frankie Horray

423 Kan Ave

South Kanawid

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Carol Quinn
419 Monroe

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

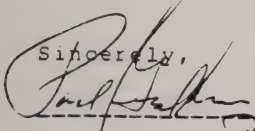
This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,


Paul F. Brackley

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Katie Starks

23 Wellington St
Boston, Ma. 02118

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Elena Smith

23 Wellington St
Boston, MA 02118

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes. I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Mrs. C. Gordon
23 Wellington St.

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Robert A. Hese
23 Wellington St Apt 15

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Amuel A. Bleda
23 Wellington APT. 16

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Bernice Smith
23 Wellington St

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Emma L. Llothy
23 Wellington St.

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Shani Rashada
23 Wellington St #4

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Harlene Mager
23 Wellington St. #2

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C.'s efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Laura Sheff
23 Wellington St

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Edith L. Gurdin
23 Wellington St.
Boston, MA. 02118

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Willis Williams

23 Wellington St. #12

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Gubrey Mitchell Jr.
Wellington St # 7

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support of Tenants' Development Corporation's proposal to develop the properties located at 395- 397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of Wellington Street, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenant's Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Carl Sturtevant

23 Wellington St

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Leon Se Juan

403 Mass Ave #3

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

William Beyer

103 Maple #4

Boston Mass

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Ruth Berkman

403 Marawa #2

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Roxanne Savary
405 MASS #19

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Glenn B. Burt

405 Mass Ave #3

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Joe Edmonson

407 Mass Ave # 2

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

William Loon
407 Mass. Ave. #3

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Margaret Odom
403 Mass. Ave Apt 1

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Sandra + Ben Hall
401 Mass Ave #2

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C.'s efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

Joycelyn Worrell
400 Mass Ave # 3

December 18, 1985

Mr. Stephen Coyle
Boston Redevelopment Authority
1 City Hall Plaza 9th Floor
Boston, Massachusetts 02201

Dear Mr. Coyle:

This letter is in support to Tenants' Development Corporation's proposal to develop the properties located at 395-397 and 400 Massachusetts Avenue in the South End of Boston.

I am a resident of the 400 block of Massachusetts Avenue, I support T.D.C's efforts to provide affordable housing in our area for all income mixes.

I have seen the design for the 400 building and feel that it blends in very well with the area and looks very attractive.

I urge you to allow Tenants' Development Corporation to proceed with their proposal by giving them the final designation for the above B.R.A. owed properties.

Sincerely,

MARIE MCCOY
423 MASS AVE

AGREEMENT

This Agreement is entered into this _____ day of December, 1985 by and between the Boston Redevelopment Authority, herein referred to as the "Authority," and Oliver W. Johnson and Ethel L. Johnson, hereinafter referred to as the "Claimants".

WHEREAS, on or about October 24, 1985, the Claimants, as tenants by the entirety, were the owners in fee of certain real estate situated at 13 Yarmouth Street in Boston and conducted a business thereon under the name of

;

WHEREAS, the plaintiffs also reside on said property and have done so for many years; and

WHEREAS, the Authority, on or about October 24, 1985, acting pursuant to the provisions of Massachusetts General Laws Chapter 79, took by eminent domain the property owned by the Claimants, situated at 13 Yarmouth Street, Boston.

NOW, THEREFORE, the parties do mutually and individually agree as follows:

The Authority hereby agrees to pay and the claimants hereby agree to accept the amount of Five Thousand (\$5,000) Dollars as full and final payment of all business relocation costs, of whatever kind, of the business conducted at said 13 Yarmouth Street, Boston, under the name of

The Authority agrees to pay and the claimants hereby agree to accept the amount of Ten Thousand (\$10,000) Dollars as

full and final payment of all relocation costs, of whatever kind for the relocation of the Claimants' household.

The Claimants further agree to discharge the Authority of and from any and all claims, demands and liabilities, of whatever name or kind, both at law and in equity, causing from, growing out of, or in any way connected with this Agreement.

IN WITNESS WHEREOF, the Authority and the Claimants have executed this Agreement as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By _____
Stephen Coyle, Director

By _____
Oliver W. Johnson

By _____
Ethel L. Johnson

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS.

TRIAL COURT
SUPERIOR COURT
DEPARTMENT C.A. 79363

)
)
OLIVER W. JOHNSON, ET AL,)
Plaintiffs)
)
)
vs.)
)
)
)
BOSTON REDEVELOPMENT AUTHORITY,)
Defendant)
)
_____)

STIPULATION

In the above-entitled action, it is agreed that:

- 1) a pro-tanto payment was made to the plaintiff on November 18, 1985, in the amount of \$390,000;
- 2) that as a result of the Agreement for Judgment in the amount of \$510,000, less the pro-tanto payment of \$390,000, there is now due the plaintiffs \$120,000, including interest and court costs; and
- 3) judgment be entered forthwith in the amount of \$105,000 and execution issue forthwith.

Attorney for Plaintiffs
Mark J. Coltin, Esq.
50 Congress St., Boston, MA 02109

Attorney for Defendant
John F. Mulhern, Boston Redevelopment
Authority, City Hall, Boston, MA 02201
(722-4300)

SUFFOLK, SS.

TRIAL COURT
SUPERIOR COURT
DEPARTMENT C.A. 79363

VS.

BOSTON REDEVELOPMENT AUTHORITY,
Defendant

AGREEMENT FOR

JUDGMENT

Judgment for Plaintiffs, Oliver W. Johnson and Ethel L. Johnson, in the sum of One Hundred Twenty Thousand (\$120,000) Dollars, including interest and court costs and no further suit to be brought for the same cause of action.

By:

Attorney for Plaintiffs
Mark J. Coltin, Esq.
Weiss Zimmerman & Angoff, P.C.
50 Congress St., Boston, MA 02109
(227-9610)

By:

Attorney for Defendant
John F. Mulhern, Boston Redevelopment
Authority, City Hall, Boston, MA 02201
(722-4300)

11/2/16/85
[WHITMAN]

MEMORANDUM OF UNDERSTANDING

RE: PARCELS 11A and B

SOUTH END URBAN RENEWAL AREA

BOSTON, MASSACHUSETTS

among

TENT CITY CORPORATION,

URBAN INVESTMENT AND DEVELOPMENT CO.

and

THE BOSTON REDEVELOPMENT AUTHORITY

December , 1985

TABLE OF CONTENTS

Memorandum of Understanding Re: Parcels 11A and B

<u>Item</u>	<u>Description</u>	<u>Page</u>
1.	Designated Developer	2
2.	Current Ownership	2
3.	Project	2
4.	Schematic Design; Allocation of Project Responsibilities	2
5.	Land Assembly: <u>Participation of Urban</u>	3
6.	Land Disposition: Leases to Tent City and Urban	3
7.	Closing Dates	3
8.	Urgent Need to Implement; Tent City Schedule	4
9.	Pre-Closing Phase	4
10.	<u>Parcel 1: Housing Creation Contributions</u>	5
11.	Garage Size	6
12.	Provision of Parking for Housing	6
13.	Joint Project; Cooperation	6
14.	Project Architect; Other Consultants	6
15.	Design Costs	6
16.	Interdependent Design Elements	7
17.	Relocation and Eminent Domain	8
18.	Financing of Improvements	9
19.	Coordination of Construction	9
20.	Title	9

21.	Insurance	9
22.	Easements	11
23.	Further Documentation and Assurances	11
24.	^ Governing Law	11
25.	Successors and Assigns; Nominee	11
26.	Amendments; No Waiver	11
27.	Term; Termination	11
28.	Notices	11
29.	Exhibits	13

EXHIBITS

- A. Description of Tent City Site and Ownership
 - B. Tent City Project Plan
 - C. Tent City Development Schedule
 - D. Tent City Pre-Closing Budget
- ^

Memorandum of Understanding
Re: Parcels 11A and B

This Memorandum of Understanding, dated as of December , 1985, summarizes understandings and commitments made among TENT CITY CORPORATION (Tent City), URBAN INVESTMENT AND DEVELOPMENT CO. (Urban), and the BOSTON REDEVELOPMENT AUTHORITY (BRA) in order to clarify and confirm their respective obligations with respect to Urban Renewal Parcels 11A and B (this Agreement). Tent City, Urban and BRA are collectively called "the parties." Tent City and Urban are collectively called the Project Parties.

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"); has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Environmental Impact Report/Statement (EIR/S) completed in 1978 for the financial close-out of the Urban Renewal Plan provided expressly for the construction of 250-300 units of mixed housing (25% low income, 50% moderate income, 25% market rate housing) on Parcel 11; and

WHEREAS, the Project as defined herein is consistent with the Guidelines set forth in the Urban Renewal Plan as amended and the EIR/S and has received or is assured all necessary municipal approvals, specifically including zoning variances which provide for a parking ratio of 0.6 spaces per dwelling unit; and

WHEREAS, the BRA has found it appropriate to dispose of Parcel 11 by negotiation; and

WHEREAS, the BRA has determined that the construction of the Housing component of the Project could not be accomplished without the provision of certain site improvements and amenities at public expense, specifically including sufficient parking spaces to comply with zoning requirements and a foundation structure for the Housing; and

WHEREAS, it is necessary for the BRA to gain control of those portions of Parcel 11 not presently owned by it in order for it to fulfill its purposes as set forth in the Urban Renewal Plan and consistent with its powers under Chapter 121B of the Massachusetts General Laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Designated Developers. By vote of the BRA Board on April 18, 1985, Tent City is the tentatively designated developer of the land/air rights and Urban is the tentatively designated developer of the subsurface rights of Urban Renewal Parcels 11A and 11B (the Site) (Exhibit A attached hereto) in Boston's South End Urban Renewal Area, Mass. R-56.

2. Current Ownership. The Site is currently divided into parcels, some of which are owned by BRA (the BRA Parcels) and others by Urban (the Urban Parcels), as shown in Exhibit A. The parties hereto agree to carry out the land assembly and land disposition arrangements for the Site in order to accomplish the Project as set forth in and subject to the terms and conditions of this Agreement.

3. Project. Tent City and Urban shall cooperate in developing, constructing and operating a mixed-use Project on the Site consisting of:

3.1. Housing: approximately 270 units of mixed income housing of which up to 25% of the units will be low income, 50% moderate income and 25% market level (the Housing);

3.2. Commercial Space: approximately 6,000-7,500 square feet of commercial space (Commercial Space);

3.3. Parking Garage: an underground parking facility for 698 parking spaces for passenger vehicles (the Parking Garage) complete with the necessary ramps for automobile access, elevators, stairs and walkways for pedestrian access, and emergency exits; including as a part thereof the support structure required for that portion of the Housing, Commercial Space and Open Space located immediately above the Parking Garage, including without limitation the foundations, supports, and structural deck (the Support Structure); and

3.4. Open Space: open space on the surface level including landscaping, gardens, pedestrian walkways, access or service roads for the Housing and other surface facilities and amenities (the Open Space).

The Housing, Commercial Space, Parking Garage, and Open Space are hereinafter collectively known as the Project.

4. Schematic Design; Allocation of Project Responsibilities. The Project Parties have cooperated with each other in developing the design for the Project, a conceptual plan of which is attached as Exhibit B. The Housing, the Commercial Space and the Open Space shall be financed, developed, constructed, operated and maintained by Tent City (the Tent City Elements), and the Parking Garage shall be financed, developed, constructed, operated and maintained by Urban (the Urban Elements).

5. Land Assembly: Participation of Urban. In order to effectuate the development of the Housing, Urban agrees (i) to a no damage eminent domain taking of the Urban Parcels by the BRA, and (ii) to construct the Parking Garage, in a manner which provides the Support Structure as set forth in Paragraph 4 above. The BRA agrees (1) to convey the BRA's rights, title and interest in a certain parcel of land, known as Parcel A-1 (Parcel A-1), lying along Huntington Avenue between Harcourt and Garrison Streets in the Fenway Urban Renewal Area, to Urban, or to provide the alternative consideration described in Exhibit E hereto to Urban or its designee, (2) to lease the subsurface rights in the Urban and BRA Parcels to Urban on the terms set forth in Paragraph 6.2 below and (3) to provide certain security for BRA's obligations to Urban hereunder.

6. Land Disposition: Leases to Tent City and UIDC. BRA shall enter into 99-year leases with Tent City and Urban, respectively, (the Leases) of their respective portions of the site, including any required appurtenant easements, required by and mutually satisfactory to each of the parties hereto for its portion of the Project, as hereinafter defined, with rent to be paid to BRA as follows:

6.1. Tent City: One Dollar (\$1.00) per year..

6.2. UIDC: One Dollar (\$1.00) per year.

7. Closing Dates: Escrow. Urban shall convey the Urban Parcels to BRA and BRA shall execute and deliver the Ground Leases, on or before December 31, 1985, on the express condition that on or prior to May 1, 1986 all of the following shall have occurred:

7.1. Urban shall have received Opinions of Counsel and Title Insurance Policies satisfactory to it with respect to the transaction;

7.2. The perfected First Security interest shall have been recorded and filed as required by law;

7.3. BRA's Deed of Parcel A-1 and Assignment of Rents and Profits shall be delivered into escrow on conditions appropriated to the terms hereof;

7.4. The Housing Construction Closing (MHFA construction financing and release of initial draw) shall have occurred; and

7.5. Building permits, APCC allocation of 276 commercial spaces for the general public, and a permit for storage gasoline, shall have issued and applicable appeal periods shall have expired without legal challenge to the construction.

If all of such conditions subsequent shall not be satisfied, the conveyance shall be void, title to the Tent City parcels will revert to Urban, and BRA will execute and deliver a deed back and other confirmation of such fact as may reasonably be required by Urban or its Counsel. Similarly, if such condition subsequent shall invalidate the Urban deed to the Urban parcels, this Memorandum of Understanding and all other undertakings and obligations attendant herein shall be void and at no further force and effect, without recourse to any party.

Start of Construction of the Parking Garage need not occur until ten (10) days after the date all of the above conditions are satisfied.

8. Urgent Need to Implement; Tent City Schedule. The Site was designated for clearance and redevelopment in 1965 and a substantial portion thereof is vacant or being used for surface parking, making the accomplishment of the Project a matter of urgency for the surrounding neighborhood and for the current residents of the few structures that remain on the Site. Further, with the growing shortage of affordable housing in the South End, the need for the Project has become even more urgent. Essential financial elements for Tent City's portion of the Project are now committed, particularly MHFA mortgage financing and SHARP assistance from the Commonwealth of Massachusetts, but are subject to strict time constraints which must be observed. These constraints require a Housing Construction Closing Date on or before December 31, 1985, as provided in Section 7 hereof, and the parties hereto shall work diligently to achieve all steps necessary to achieve the Housing Construction Closing Date and to adhere to the Tent City Development Schedule set forth in Exhibit C. No party shall be liable for damages to any other party hereto except for material breach of its obligation to expend budgeted funds and diligently pursue the goals set forth in this Agreement.

9. Pre-Closing Phase. As evidence of their mutual good faith and in direct support of the Project, the Project Parties hereby agree to expend, upon execution of this Agreement and as necessary to meet the Tent City Development Schedule, certain sums for required Project expenses prior to the Land Disposition Closing Date so that the Project Parties shall be in a position simultaneously with said Land Disposition Closing Date to award a construction contract and break ground on the Tent City Project, including but not limited to costs of (i) the Project Architect for design development and preparation of construction documents; (ii) necessary site surveys, borings, soil testing and engineering work; (iii) required environmental analysis and review of the Project; (iv) any fees required for financing commitments of either Project Party; and (v) any fees associated with required public reviews, permits and approvals (such as building permits, zoning reviews). The Project Parties agree to expend sums for the above items in amounts not less than those contained in the Tent City Pre-Closing Budget attached hereto as Exhibit D. Obligations set forth in this Section 9 which have been incurred prior to the termination of this Agreement shall survive any termination of this Agreement.

10. Parcel 1: Housing Creation Contribution. BRA agrees that Urban's contributions to the Tent City Project shall be considered Housing Creation Exactions under Article 26 of the Boston Zoning Code and that Urban shall not be liable for any payments under any Development Impact Plan Agreement which Urban may enter into with the BRA regarding the Parcel 1 development.

11. Garage Size. The Garage shall consist of 698 spaces for passenger vehicles, of which 129 shall be for use by the residents of the Housing, and 569 shall be for use by Urban's Copley Place development. Either Project Party may unilaterally decrease but may not increase the number of spaces to be constructed for its use.

12. Provision of Parking for Housing. Urban shall lease to Tent City a portion of the Parking Garage adequate to provide the 129 parking spaces for a term of ninety-nine (99) years (the Tent City Parking Sublease). Rent for the first thirty years shall be at a base rent of One Dollar (\$1.00) per year plus additional rent of Two Hundred Twenty-five Dollars (\$225.00) per space annually in 1985 dollars increased or decreased, as the case may be, by the Consumer Price Index for the Boston area. Thereafter Tent City shall pay fair market value to Urban for said spaces valued as spaces leased on a monthly basis for occupants of residential units. Fair Market Value shall be the average of three independent MAI appraisals. Each party hereto shall pay for and be responsible for producing one of the three appraisals no later than twelve months prior to the expiration of said 30 year initial lease term, provided, however, that if Tent City's payment to Urban of such Fair Market Rate would require Tent City to increase the rent it charges its low and moderate-income tenants for their residential units to a level which would make such units no longer affordable to households of low or moderate-income, the BRA shall pay Tent City the amount required to maintain said rents at affordable levels. Urban shall operate and maintain such spaces as part of the total Parking Garage.

The Tent City Parking Sublease shall not be inconsistent with the terms of the Lease between Urban and BRA, shall provide for satisfactory easements to Tent City,

5

satisfactory to the Massachusetts Housing Finance Agency (MHFA) for access and egress through the Parking Garage, and shall be subject to the approval of BRA and MHFA. Urban shall have full and usual rights of management and control over the operation of the Parking Garage and may sublease all or any portions of the Garage except for those spaces allocated to Tent City.

13. Joint Project; Cooperation. The parties shall diligently, expeditiously and with good faith proceed to accomplish the Project as a joint undertaking at the earliest possible time, subject to the terms and conditions of this Agreement. The Project Parties shall carry out a cooperative and coordinated design, development, environmental and construction process, using the same architect and, if applicable, the same construction manager. The Project Parties intend to use the same general contractor/construction manager for the Tent City Project, and agree to proceed to select said general contractor-construction manager as expeditiously as possible. The parties shall cooperate to the fullest extent possible in any other actions reasonably required for the accomplishment of the Project.

14. Project Architect; Other Consultants. Goody Clancy & Associates, Inc. shall be the Project Architect for both Project Parties, subject to the execution of a design contract or contracts acceptable to both Project Parties. Selection of engineering and design subconsultants shall require the approval of both Project Parties.

15. Design Costs. Design and other preliminary Project costs related to construction shall be allocated between the Project Parties as follows:

15.1. Design. Each Project Party shall pay the costs of designing its portion of the Project.

15.2. Borings, Soils; Surveys. Borings, soils analysis, site surveys and other technical analysis required for the Project's foundations shall be allocated fifty percent (50%) to each Project Party.

15.3. Engineering. Each Project Party shall pay for the engineering costs associated with its respective portion of the Project. Any costs of Interdependent Elements shall be allocated fifty percent (50%) to each Project Party.

15.4. Environmental. Tent City shall advance the funds to pay for required environmental analysis by Sasaski Associates which will cost \$42,500 plus printing and distribution through filing of the Draft EIR/EIS plus additional cost for the Final EIR/EIS; provided, however, that Urban shall pay seventy-five percent (75%) of these costs as an additional share of site design costs. Said payment by Urban shall be made within thirty (30) days of any submission by Tent

City to Urban of any invoice or invoices for the cost of all or any portion of said environmental analysis.

15.5. Determination of Cost Allocations. Each Project Party agrees to accept as final a determination by the Project Architect of the allocation of any design costs specified in this section between said parties, after reasonable opportunity to hear any disputes with respect thereto raised by either Project Party. In making any such determination, the Project Architect shall attempt to allocate the costs in reasonable proportion to the responsibility of each respective Project Party for the particular cost item.

16. Interdependent Design Elements.

16.1. Determinations by Project Architect. It is understood that the Project Architect will establish design standards and construction plans and specifications for all aspects of the Project in which the Tent City Elements and the Urban Elements are interdependent, as determined by the Project Architect (the Interdependent Elements). Any such determination by the Project Architect shall be in accordance with customary professional standards and, after a reasonable opportunity for both Project Parties to be heard, shall be final and binding upon the Project Parties.

16.2. Certification by Project Architect. It is further understood that Tent City will require the Project Architect to certify that the final plans and specifications for the Parking Garage are sufficient to support the Housing, the Commercial Space and the portion of the Open Space directly above the Parking Garage.

16.3. Reciprocal Approvals of Design. Interdependent Elements shall be subject to the approval of both Project Parties, the design of that portion of the Parking Garage to be used by Tent City shall be subject to the approval of Tent City, such approval not to be unreasonably withheld or delayed, and the design of those portions of the Housing and Commercial Space which relate directly to the Parking Garage (including but not limited to the pedestrian entries at street level, any stairs, entrance ramps or elevators for the Parking Garage which may be incorporated into the Housing or Commercial Space) shall be subject to the approval of Urban, such approval not to be unreasonably withheld or delayed.

16.4. BRA Design Approval. The design of the Housing and Parking Garage are subject to the approval of BRA, which approval shall not be unreasonably withheld or delayed.

17. Relocation and Eminent Domain

17.1. Relocation Assistance. The parties shall work cooperatively to relocate households and businesses currently residing on the site at the earliest practicable time. The relocation process shall be managed and paid for by BRA. BRA shall indemnify Tent City and Urban for any claims or other liabilities of any third party claiming injury or damage resulting from BRA's relocation policies or practices as applied to the Tent City Project.

17.2. Business Relocation. There is currently one tenant, under lease to Urban, using the surface parking lot currently on the Site. Urban shall provide for the temporary relocation of such parking for such tenant before the Land Disposition Closing Date, with cooperation from BRA in attempting to locate suitable alternative sites for interim parking during the construction period of the Tent City Project.

BRA agrees to provide assistance to Urban in its efforts to locate as many of such parking spaces as possible on Parcel 1. Urban agrees to use reasonable efforts to locate as many of such parking spaces as possible in its existing central garage facility at Copley Place at no cost to BRA. Urban and Tent City agree to maximize the number of spaces which can be retained on the Tent City site during construction without adversely affecting the construction or cost of the Parking Garage or the Housing elements.

17.3. Eminent Domain. It is understood that, notwithstanding any other provision of this Agreement, BRA is not waiving its rights to use, pursuant to law, the power of eminent domain with respect to all parcels on the Site (including the Urban Parcels) if said use is required in order to complete the assembly of the Site for the Tent City Project.

18. Financing of Improvements. The valuation set forth herein shall not be admissible as evidence in the event of a taking. Each Project Party shall finance its respective portions of the Project and its share of Interdependent Elements.

19. Coordination of Construction. Each Project Party shall expeditiously commence and diligently complete the construction of its respective portions of the Project. Each Project Party shall coordinate its construction work so that construction of the Housing may commence as soon as feasible after the construction of the Parking Garage has commenced, and so that the Parking Garage and Housing can be brought into operation as soon as possible. The Project Parties shall agree upon a construction schedule which the general contractor and, if applicable, the construction manager shall implement in accordance with Section 8 hereof. Each construction activity shall be carried on in a manner designed to minimize disruption of any other construction activities set forth in the agreed schedule. Any disputes as to the sequence of construction

activities, or the proper allocation of the cost of such construction between the Project Parties hereto, shall be decided by the Project Architect, whose decision with respect thereto, after reasonable opportunity for both Project Parties to be heard, shall be final and binding upon the Project Parties hereto.

20. Title. Urban shall convey to BRA good, marketable and insurable fee simple title to the Urban Parcels free and clear of all encumbrances except easements and restrictions of record. Not later than the execution of this Agreement, Urban shall provide to Tent City and BRA copies of all available documentation regarding its existing title to the Urban Parcels. Urban, at its sole cost, shall obtain from the law firm of Roche, Carens and DeGiacomo, an opinion as to title, directed to BRA and Tent City, which opinion shall be satisfactory in form and substance to BRA and Tent City, and certification by said firm to a recognized title insurance company. Any costs of title examination and certification to said title insurance company with respect to the Urban Parcels shall be paid by Urban. Urban shall remove any liens on the Urban Parcels for debts or other monetary encumbrances and shall make reasonable efforts to remove any other defects in title to the Urban Parcels and shall pay the actual and reasonable cost thereof. Urban covenants not to cause its parcels to be encumbered in any way from the date of the Roche, Carens and DeGiacomo opinion. Each Project Party shall be responsible for paying the costs of title insurance for its portion of the Project. The BRA shall convey to Tent City and Urban, respectively, good marketable and insurable leasehold title to the portion of the site covered under each respective 99-year Lease with the BRA.

21. Insurance. Each Project Party shall insure for casualty and builders risk the construction cost of its portion of the Project. During the construction period, each Project Party shall carry liability insurance of not less than One Million Dollars per person and per accident.

22. Easements. Each Project Party shall grant to the other at no cost reasonable easements (including but not limited to easements for construction, maintenance and access) through or over its portion of the Project for the benefit of that portion of the Project leased by the other Project Party. BRA shall provide or cause to be provided any similar easements controlled by BRA within the boundaries of the Site as may be required for the Project.

23. Further Documentation and Assurances. The parties agree to execute and deliver such documents as are reasonably required to carry out the purposes of this Agreement and further agree to negotiate in good faith on an urgent basis to implement this Agreement.

24. Governing Law. This Agreement shall be governed by and construed in accordance with Massachusetts Law.

25. Successors and Assigns; Nominee. This Agreement shall be binding upon the successors and assigns of each party hereto. Each Project Party may designate a nominee substantially controlled by it to perform any of its obligations hereunder, provided notice of such designation is given to the other parties reasonably in advance of the required action. ^

26. Amendments; No Waiver. Any amendments to this Agreement shall be in writing and signed by all parties hereto. The failure of any party to insist in any one or more cases upon the strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of such term or condition or as a waiver or relinquishment of any other term or condition of this Agreement, provided that Urban may not assign or otherwise transfer any of its rights hereunder without the prior written approval of the BRA which approvals shall not be unreasonably withheld and further provided that Urban may, without further approval of the BRA, assign the project to: Urban/Tent City Associates, a Massachusetts partnership of J.M.B. Realty Holdings/II Inc. and J.M.B./Tent City Partners, a General Partnership of any other wholly owned affiliate of Urban or an entity under common control with Urban.

27. Term; Termination. This Agreement shall expire fifty (50) years from the date hereof, unless sooner terminated by reason of (i) the fulfillment of its mutual purposes, (ii) the mutual agreement of the parties, (iii) its being superceded by any subsequent document, or (iv) at the election of any non-defaulting party, by the material and substantial breach of the terms and conditions hereof by any other party hereto.

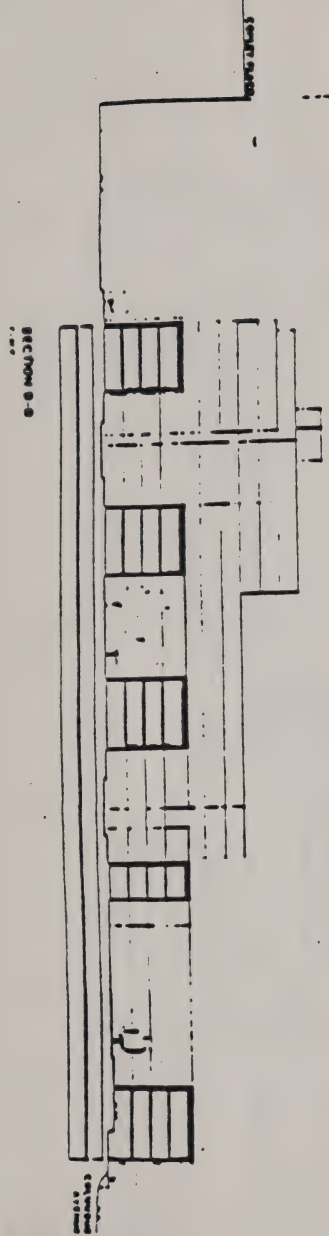
28. Notices, Demands and Other Instruments. Unless otherwise expressly permitted by the terms of this Agreement, all notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand personally to the addressee or sent by registered or certified United States mail, postage prepaid, return receipt requested, and

(1) if directed to Tent City addressed to:

Mr. Robert W. Rush
Executive Director,
Tent City Corporation
32 Rutland Street,
Boston, Massachusetts 02118



1. Definition of the Survey

SECTION D-D
1.000'

TENT CITY

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-09-2007 BY 60322
AUTHORITY E.O. 12958

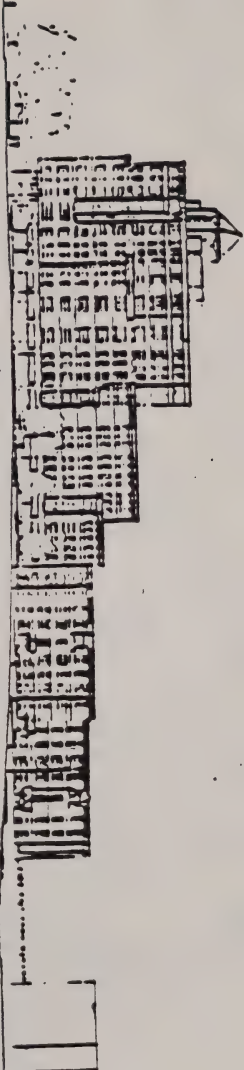
RECEIVED
FBI NEW YORK
AUG 10 1964

A-3

THE NEW YORK PUBLIC LIBRARY

DALEWOOD STREET

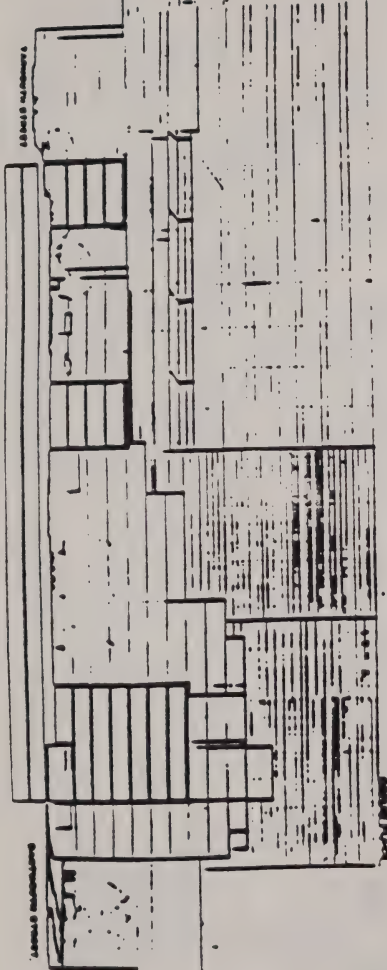
NORTH ELEVATION



DALEWOOD STREET

DALEWOOD STREET

SECTION A-A



DALEWOOD STREET

TENT CITY	
SHEET NO. 1	
DATE: 10/1/1911	
BY: J. H. BROWN	
CHECKED BY: J. H. BROWN	
SCALE: 1/4" = 1'-0"	
SECTION A-A	
SITE SECTION	
1/4" = 1'-0"	

[illegible]

Tent City Site
South End Urban Renewal Area
(Description by Parcel)
- See Attached Deeds -

1. Ownership of Urban Investment and Development Company

<u>Parcel</u>	<u>Size</u>
S3132A-3	2,016 s.f.
S3B2C-11 & 23	18,210
S3B2A-2	2,474
S3B2A-4	11,537
S3B2B-1	12,430
S3B2C-9 & 10	4,400
S3B2C-13	7,176
S3B2C-14	9,325
S3B2C-16, 17, 18, 19	<u>9,248</u>
TOTAL	76,816 s.f.

2. Boston Redevelopment Authority

<u>Parcel</u>	<u>Size</u>
S3B2C-1 & 2	11,848 s.f.
S3B2C-4	2,100
S3B2C-7	2,100
S3B2C-8	2,100
S3B2C-20, 21 & 22	8,880
S3B2C-12	5,859
Harwich Street	15,540
Truro Street	15,450
Alleys	3,075
S3B2C-3	2,100
S3B2C-5	2,100
S3B2C-6	2,100
S3B2C-15	<u>2,310</u>
TOTAL	75,562 s.f.



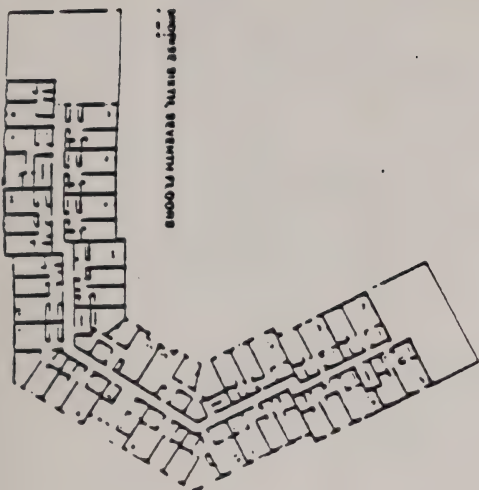
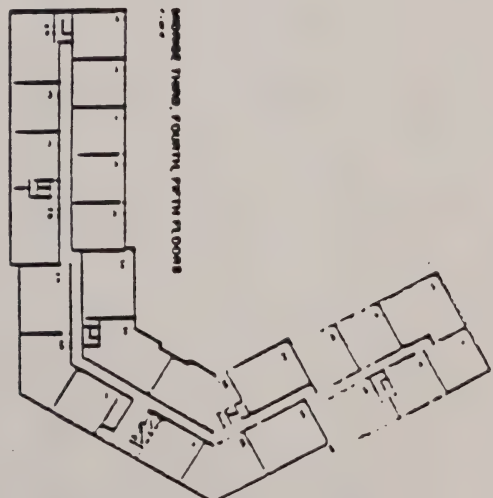
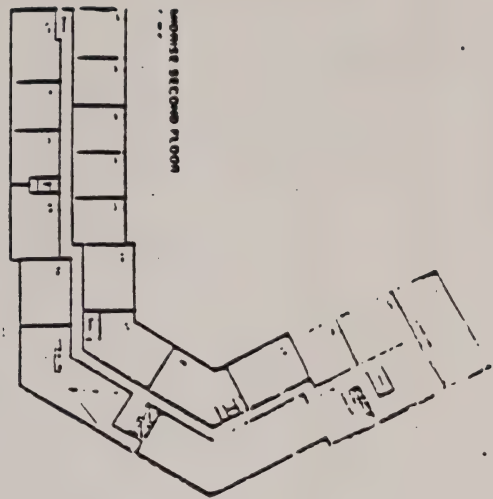
Exhibit B

Tent City Project Plan

STANDARD FORM NO. 64

TENT CITY
BOSTON, MASSACHUSETTS

TENT CITY LIMITED PARTNERSHIP
DEVELOPER
GOODY, CLANCY & ASSOCIATES, INC.
ARCHITECTS



GENERAL INFORMATION NAME: TENT CITY ADDRESS: 12345 MAIN ST, NEW YORK, NY 10001 OWNER: JOHN DOE DATE: 12/15/2023	
FLOOR PLAN INFORMATION FLOOR: TENTH FLOOR PLAN: A-2 SCALE: 1/4" = 1'-0"	
REVISIONS NO. 1: AS SHOWN	

with copies to:

Ms. Louise Elving
Greater Boston Community Development, Inc.
79 Milk Street
Boston, Massachusetts 02109

John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, Massachusetts 02110; and

- (2) if directed to Urban addressed to:

Rudolph Umscheid
Urban Investment and Development Co.
One Copley Place
Boston, MA 02118

with copies to:

A. Jeffrey Dando, Esq.
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109

and

General Counsel
Urban Investment and Development Co.
333 West Wacker Drive
Chicago, IL 60606

- (3) if directed to BRA addressed to:

Mr. Stephen Coyle
Director
Boston, Redevelopment Authority
City Hall
Boston, Massachusetts 02201

with a copy to:

William Whitman, Esq.
Boston Redevelopment Authority
City Hall
Boston, Massachusetts 02201

or to such other address as may from time to time be specified in writing by any party hereto. Unless otherwise specified in writing, each party shall direct all sums payable to another party to said party's address for notice purposes.

29. Exhibits. The following Exhibits attached hereto are made a part hereof:

- A. Description of Tent City Site & Ownership
- B. Tent City Project Plan
- C. Tent City Development Schedule
- D. Tent City Pre-Closing Budget
- ~~A~~ *Alternative Consideration*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, intending the same to take effect as a sealed instrument.

WITNESS:

TENT CITY CORPORATION

By: _____
Chairperson

By: _____
President

URBAN INVESTMENT AND
DEVELOPMENT CO.

By: _____
Its Senior Vice President

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Its Director

Exhibit C

Tent City Development Schedule

- I. Site assembly and land transfer
 - A. Execute Memorandum of Understanding 10/25/85
 - B. Ground leases and land disposition agreements 11/15/85
 - C. Deeds and title clearances 11/1/85
 - D. Urban Renewal Plan change(s) Nov. 1985
 - E. UIDC/TCC reciprocal easements 11/15/85
 - F. Final BRA designation of TCC & UIDC 11/21/85
 - G. BRA confirmatory order of taking 12/15/85
 - H. Title insurance issued 12/15/85
- II. Relocation
 - A. Residential relocation Ongoing until 12/31/85
 - B. UIDC relocation of on-site parking November 1985
- III. Demolition of buildings on the site December 1985
- IV. Public improvements design by BRA
(sidewalks, street surfacing, lighting, etc.) July-Dec. 1985
- V. Project design and design approvals
 - A. Project Design
 - 1. Execute design contracts with Goody/Clancy Done
 - 2. Approve engineering sub-consultants
 - a. Structural Done
 - b. Others Done
 - 3. Approve schematic design Done
 - 4. Approve borings contractor Done
 - 5. Conduct additional borings and soils tests Done
 - 6. Prepare and approve design development 8/15/85-9/30/85
 - 7. Garage bid and closing documents Sept.-Oct. 1985
 - 8. Housing bid documents Sept.-Nov. 1985
 - 9. Housing closing documents December 1985
 - 10. Confirm utilities availability Oct.-Nov. 1985
 - 11. Update site survey 8/7/85-11/30/85

B.. Design approvals

1. BRA design reviews and approval July, Sept.,
Oct., Nov.
2. Fire Department reviews and approval Oct. & Nov.
3. Boston Building Department reviews and approval Oct. & Nov.
4. Historic review and approval Oct. 1985
5. Water & Sewer review and permits Oct. & Nov.
6. Building permit review and issuance Nov.-Dec. 1985

VI. Zoning changes and waivers Sept.-Nov. 1985

VII. Air Pollution Control parking garage permit

- A. File application 8/1/85
- B. Review, hearing and permit issuance Aug.-Oct. 30, '85

VIII. Real estate tax assessment process confirmed Done

IX. Environmental Review

- A. Prepare and file Draft EIR/EIS Done
- B. Prepare and file Final EIR/EIS Done
- C. End of environmental appeal period Done

X. Street openings and closings through Public Improvement Commission

- A. Traffic Liaison Committee meeting 7/17/85
- B. Review and approval by PIC Sept.-Nov. 1985
- C. Establish utilities easements Oct.-Nov. 1985

XI. Contractor selection

XII. Financing

Submit evidence of availability to BRA

1. Housing Done
2. Garage 11/1/85

XIII. Arrange property/liability insurance Sept.-Nov. 1985

XIV. Arrange construction period easements
(with City and MBTA) Oct.-Nov. 1985

Exhibit D

Tent City
Pre-Closing Budget

Budget Items to be jointly paid by UIDC and Tent City

- | | |
|--|----------|
| 1. Site survey and reports
(50% by UIDC & 50% by TCC) | \$25,000 |
| 2. Environmental reports
(75% by UIDC & 25% by TCC) | \$65,000 |
| 3. Borings & soils analysis
(50% by UIDC & 50% by TCC)* | \$80,000 |

Budget Items to be paid by each party (Amounts to be determined by each party as reasonably required):

1. Design by Goody, Clancy & Associates and its sub-consultant engineers including design development and construction closing documents including working drawings (Work on garage paid by UIDC and work on housing and site work paid by TCC)
2. Cost estimating
(UIDC shall pay for cost estimating related to the garage and TCC shall pay for cost estimating related to the housing.)
3. Application fees for financing (Each party pays the fees for its respective lenders)
4. Legal fees
(Each party pays for its respective legal services including legal counsel, review of necessary documents; drafting and title work for its portion of the project, except as provided in Paragraph 22)
5. Filing fees for building permits, zoning approvals and other public reviews (UIDC shall pay for fees related to the garage and TCC shall pay for fees related to the housing)

- * Amount pending confirmation of estimate from Haley & Aldrich and confirmation of whether foundation system is precast piles or caissons.

EXHIBIT E

Alternative Consideration

Except as described in the following paragraph, to the extent that on or before July 1, 1987 Urban has not realized a Developable Interest (defined below) in Parcel 1, BRA will assign outright to Urban a first priority interest in the rents and profits from the Waterfront/Faneuil Hall Urban Renewal Project Area Parcel D-10 Project ("Parcel D-10") in the amount of the first \$10,000,000, received therefrom plus interest on the unpaid balance from July 1, 1987 at the Bank of Boston Base Rate.

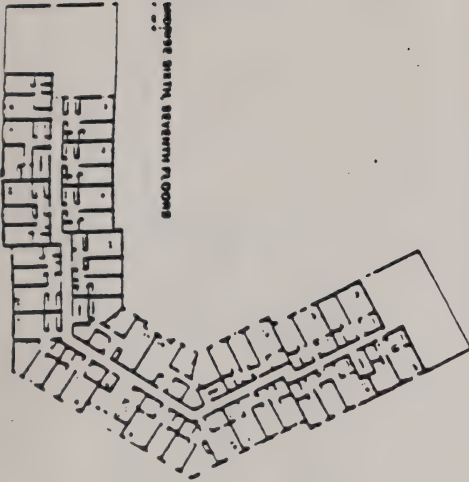
To the extent that on or before July 1, 1987 Urban has realized a Reduced Development Interest (defined below) BRA will (i) convey title to Parcel A-1 to Urban and (ii) assign outright to Urban a first priority interest in the rents and profits from Parcel D-10 in the amount of \$10,000,000 less the Value of the Reduced Development Interest, plus interest as aforesaid.

To the extent that on or before July 1, 1987 Urban has realized a Developable Interest, BRA will convey title to Parcel A-1 to Urban, and Urban will release its Security Interest and all other right, title and interest in the Rents and Profits from Parcel D-10.

The term "Developable Interest" shall mean all necessary ownership rights and the issuance of all necessary licenses, permits and approvals, to enable Urban or its assigns to construct and operate an office building of not less than 299,706 square foot office building with two levels of below-grade parking on Parcel 1, and the expiration of applicable appeal periods without legal challenge, if any, to the proposed construction.

The term "Reduced Developable Interest" shall mean the Developable Interest except that the square footage of such building shall be less than 299,706 but not less than 150,000. The value of such Reduced Developable Interest shall be

$$\$10,000,000 \times \frac{\text{square footage of building}}{300,000 \text{ sq.ft.}}$$



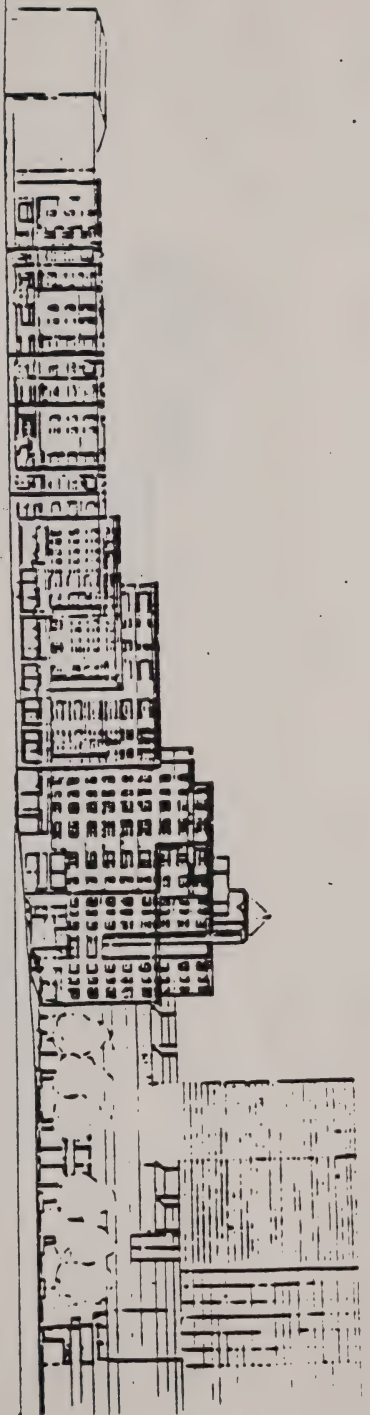
SECTION TWO: TENT CITY

NAME: [] ADDRESS: []

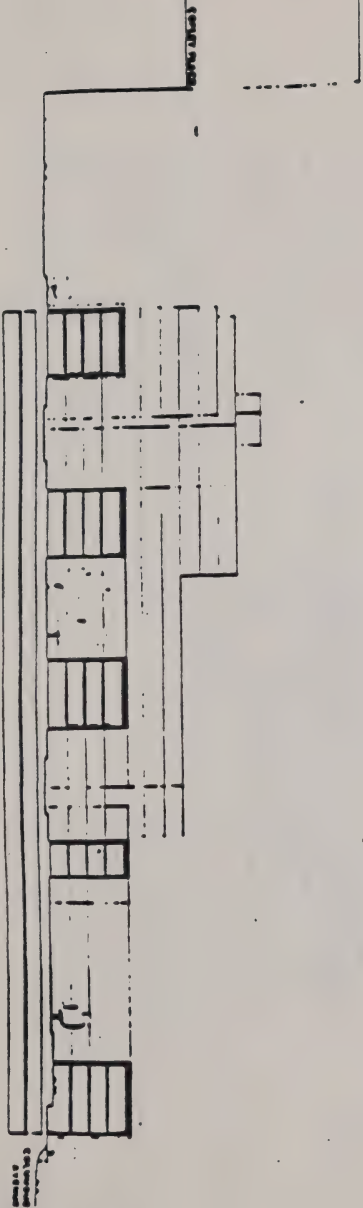
DATE: [] TIME: []

LOCATION: []

UNOFFICIAL FLOOR PLANS A-2



FRONT ELEVATION



SIDE ELEVATION

SECTION 100

TENT CITY	
GENERAL INFORMATION	
DATE	10/1/50
BY	J. H. DING
DESCRIPTION	
TENT CITY, A-3	
ELEVATION & SITE SECTION	
A-3	

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

625

RESOLUTION

BE IT RESOLVED by the Boston Redevelopment Authority that an Order of Taking dated December 30, 1985 relating to portions of the SOUTH END URBAN RENEWAL AREA, Mass. R-56, be executed and made a permanent part of these proceedings, a copy of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk.

A true copy

CERTIFICATE

I hereby certify that the following names constitute the entire membership of the Boston Redevelopment Authority:

Robert L. Farrell
Joseph J. Walsh
James K. Flaherty

Clarence J. Jones
Michael F. Donlan

A true copy

ATTEST:

Karee Surman
Secretary of the Boston Redevelopment Authority

SUFFOLK REGISTRY OF DEEDS
RECEIVED 3:27:41 ATTEST

DEC 31 2 42 PM '85

Paul J. Flaherty
REGISTRY

12173 183

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L. c. 121B and its predecessor statute G.L. c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8056, page 295, an ORDER OF TAKING dated June 30, 1966, concerning and describing the SOUTH END URBAN RENEWAL AREA, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof; and

WHEREAS, the Boston Redevelopment Authority has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by G.L. c. 79, §40.

NOW THEREFORE BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of said c. 121B, and all other authority thereunto enabling and pursuant to the applicable provisions of said c. 79, and of any and every power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain, for the purposes hereinbefore set forth or referred to, the area or areas located in the City of Boston as hereinafter described in ANNEX A, together with any and all easements and rights appurtenant hereto, including the trees, buildings and other structures standing upon or affixed thereto, and including the fee, if any, in all public streets, highways and public ways in said area or areas or contiguous and adjacent to the property taken hereby, provided such

12173 190

fee is a part of said property, except any and all easements of travel in and to any and all public streets, highways and public ways in said area or areas or contiguous and adjacent thereto.

AND FURTHER ORDERED that in accordance with the provisions of said c. 79, as amended, awards are made by the Boston Redevelopment Authority for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in each parcel described in ANNEX A and entitled to any damages by reason of the taking hereby made. The Boston Redevelopment Authority reserves the right to amend the award at any time prior to the payment thereof by reason of a change in ownership or value of said property before the right to damages therefor has become vested or for other good cause shown. The awards hereby made are set forth in ANNEX B, which ANNEX B is not to be recorded in the Registry of Deeds with the Order of Taking.

AND FURTHER ORDERED that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate seal of the Authority to be hereto affixed and these presents to be signed in the name and behalf of the Boston Redevelopment Authority.

BOSTON REDEVELOPMENT AUTHORITY

By:

R. J. Family
James P. [unclear]
James P. [unclear]
Clarence J. [unclear]

ATTEST:

Kaus Summar
Secretary of the Boston Redevelopment Authority

Approved as to Form:

Kevin Morrison
Kevin Morrison, Assistant General Counsel

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

SOUTH END URBAN RENEWAL AREA

TAKING AREA DESCRIPTION

The following parcels of land are to be taken by this Order of Taking:

Boston Redevelopment Authority Parcel 11, consisting of Parcel 11A and 11B, containing approximately 140.181 square feet of land, as shown on a Plan entitled, "Delivery Parcel Plan, Parcel 11, South End Urban Renewal Area, Project Mass. R-56," dated October, 1985, prepared by C. E. Maquire, Inc., Waltham, Massachusetts, which Plan is recorded herewith. Parcel 11 is bounded and described as follows:

Beginning at the point of intersection of the westerly sideline of Dartmouth Street and the northwesterly sideline of Columbus Avenue, thence running S42°-14'-45"W by said northwesterly sideline of Columbus Avenue two hundred three and six hundredths (203.06) feet to the point of intersection of said northwesterly sideline of Columbus Avenue and the northeasterly sideline of Yarmouth Street;

thence turning and running N47°-45'-26"W by said northeasterly sideline of Yarmouth Street four hundred fifty-three and thirty-four hundredths (453.34) feet to a point, said point being on the southerly boundary sideline of land now or formerly of Massachusetts Bay Transportation Authority (Southwest Corridor);

thence turning and running N41°-42'-17"E by said land now or formerly of Massachusetts Bay Transportation Authority one hundred twenty and no hundredths (120.00) feet to a point;

thence turning and running S47°-47'-15"E still by said land now or formerly of Massachusetts Bay Transportation Authority six and ninety-seven hundredths (6.97) feet to a point;

thence turning and running N41°-42'-17"E still by said land now or formerly of Massachusetts Bay Transportation Authority twenty and no hundredths (20.00) feet to a point;

thence turning and running N47°-47'-15"W still by said land now or formerly of Massachusetts Bay Transportation Authority six and ninety-seven hundredths (6.97) feet to a point;

thence turning and running N41°-42'-17"E still by said land now or formerly of Massachusetts Bay Transportation Authority sixty and one hundredths (60.01) feet to a point;

thence turning and running S47°-47'-15"E still by said land now or formerly of Massachusetts Bay Transportation Authority four and seventy-five hundredths (4.75) feet to a point;

12173 192

thence turning and running N43°-16'00"E still by said land now or formerly of Massachusetts Bay Transportation Authority forty-seven and thirty hundredths (47.30) feet to a point;

thence turning and running N47°-43'-34"E still by said land now or formerly of Massachusetts Bay Transportation Authority twenty-two and thirty-nine hundredths (22.39) feet to a point;

thence turning and running N49°-15'-17"E still by said land now or formerly of Massachusetts Bay Transportation Authority twenty-four and eighty-one hundredths (24.81) feet to a point;

thence turning and running N54°-15'-15"E still by said land now or formerly of Massachusetts Bay Transportation Authority twenty-two and sixty-four (22.64) feet to a point;

thence turning and running N66°-08'-09"E still by said land now or formerly of Massachusetts Bay Transportation Authority thirty-nine and fifty-one hundredths (39.51) feet to a point;

thence turning and running N69°-42'-51"E still by said land now or formerly of Massachusetts Bay Transportation Authority forty-six and seventy-two hundredths (46.72) feet to a point, said point being on the westerly sideline of Dartmouth Street;

thence turning and running S34°-32'-21"E by said westerly sideline of Dartmouth Street sixty-five and fifty-seven hundredths (65.57) feet to a point;

thence turning and running S20°-17'-35"E still by said Westerly sideline of Dartmouth Street three hundred eighty-one and thirty-four hundredths (381.34) feet to the point of beginning.

Containing an area of one hundred forty thousand one hundred eighty-one (140,181) square feet, more or less.

Meaning and intending to convey, and hereby conveying, all that land shown as Parcel 11 on said plan by C. E. Maguire, Inc., containing an area of one hundred forty thousand one hundred eighty-one (140,181) square feet, more or less.

The owner of the parcels hereby taken is unknown.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

610

RESOLUTION

BE IT RESOLVED by the Boston Redevelopment Authority that an Order of Taking dated December 19, 1985 relating to portions of the SOUTH END URBAN RENEWAL AREA, MASS. R-56, be executed together with a plan entitled, "Boston Redevelopment Authority, South End Urban Renewal Area, Project Mass. R-56, Boston, Suffolk County, Massachusetts, Delivery Parcel Plan, Parcels SE-20, SE-43 and SE-44," dated December , 1985, and made a permanent part of these proceedings, a copy of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk.

A true copy

CERTIFICATE

I hereby certify that the following names constitute the entire membership of the Boston Redevelopment Authority:

Robert L. Farrell
Joseph J. Walsh
James K. Flaherty

Clarence J. Jones
Michael F. Donlan

A true copy

ATTEST:

Kara J. J. J.
Secretary of the Boston Redevelopment Authority

SUFFOLK REGISTRY OF DEEDS
RECORDED & EXAM. ATTEST

DEC 31 2 38 PM '85

RECEIVED
REGISTRY

12173 053

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L. c. 121B and its predecessor statute G.L. c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8056, page 295, an ORDER OF TAKING dated June 30, 1966, concerning and describing the SOUTH END URBAN RENEWAL AREA, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof; and

WHEREAS, the Boston Redevelopment Authority has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by G.L. c. 79, §40.

NOW THEREFORE BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of said c. 121B, and all other authority thereunto enabling and pursuant to the applicable provisions of said c. 79, and of any and every power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain, for the purposes hereinbefore set forth or referred to, the area or areas located in the City of Boston as hereinafter described in ANNEX A, together with any and all easements and rights appurtenant hereto, including the trees, buildings and other structures standing upon or affixed thereto, and including the fee, if any, in all public streets, highways and public ways in said area or areas or contiguous and adjacent to the property taken hereby, provided such

12173
054

fee is a part of said property, except any and all easements of travel in and to any and all public streets, highways and public ways in said area or areas or contiguous and adjacent thereto.

AND FURTHER ORDERED that in accordance with the provisions of said c. 79, as amended, awards are made by the Boston Redevelopment Authority for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in each parcel described in ANNEX A and entitled to any damages by reason of the taking hereby made. The Boston Redevelopment Authority reserves the right to amend the award at any time prior to the payment thereof by reason of a change in ownership or value of said property before the right to damages therefor has become vested or for other good cause shown. The awards hereby made are set forth in ANNEX B, which ANNEX B is not to be recorded in the Registry of Deeds with the Order of Taking.

AND FURTHER ORDERED that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate seal of the Authority to be hereto affixed and these presents to be signed in the name and behalf of the Boston Redevelopment Authority.

DATED:

BOSTON REDEVELOPMENT AUTHORITY

By:

[Handwritten signatures: Robert Daniel, James R. Flaherty, Clarence Jones]

ATTEST:

Kang Sumanian

Secretary of the Boston Redevelopment Authority

Approved as to form:

Ralph F. Cahill

Ralph F. Cahill, Assistant General Counsel

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

SOUTH END URBAN RENEWAL AREA

TAKING AREA DESCRIPTION

The following parcels of land are to be taken by this
Order of Taking:

PARCEL SE-22

The land and building thereon at 397 Massachusetts Avenue, Boston, Suffolk County, Massachusetts, being Lot 4 on a plan by T. William Harris, C.E., dated October 2, 1884, recorded with Suffolk Deeds, Book 1680, page 451, bounded and described as follows:

NORTHEASTERLY	by Massachusetts Avenue (formerly Westchester Park) nineteen (19) feet;
SOUTHEASTERLY	by Lot 3 on said plan, ninety-five (95) feet;
SOUTHWESTERLY	by a passageway, now Public Alley No. 815, nineteen (19) feet;
NORTHWESTERLY	by Lot 5 on said plan, ninety-five (95) feet.

Containing one thousand eighty hundred and five (1,805) square feet of land according to said plan.

PARCEL SE-23

The land in said Boston, with the buildings thereon, numbered 395 Massachusetts Avenue and being shown as Lot 5 on a plan of lots West Chester Park, made by T. William Harris, dated October 2, 1884, and recorded with Suffolk Deeds, Book 1680, page 450, being bounded and described as follows:

NORTHWESTERLY	by Massachusetts Avenue (formerly West Chester Park) nineteen and 40/100 (19.40) feet;
SOUTHEASTERLY	by Lot 4 on said plan, ninety-five (95) feet;
SOUTHWESTERLY	by a passageway ten feet wide extended to Columbus Avenue, eighteen and 52/100 (18.52) feet; and
NORTHWESTERLY	by land now or formerly of Stever, ninety-five (95) feet.

Containing, according to said plan, 1,802.62 square feet of land.

PARCELS SE-20, SE-43 and SE-44 (390-408 Massachusetts Avenue)

Boston Redevelopment Authority Disposition Parcels SE-20, SE-43, SE-44, containing approximately 13,038 square feet of land, as shown on a

12173
056

Plan entitled, "Boston Redevelopment Authority, South End Urban
Renewal Area, Project Mass. R-56, Boston, Suffolk County, Massachu-
setts, Delivery Parcel Plan, Parcels SE-20, SE-43 and SE-44," dated
December, 1985, and prepared by C. E. Maguire, Inc., Waltham,
Mass., which Plan is recorded herewith.

The owners of the parcels of land hereby taken are
unknown.

12173 057

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That she is the duly qualified and acting Assistant Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on December 19, 1985 and duly recorded in this office:

Copies of a memorandum dated December 19, 1985 were distributed re South End Urban Renewal Area, Mass. R-56 Parcel 11 (Tent City): Final Designations, No Damage Order of Taking, Sale of Certain Land, Minor Urban Renewal Plan Changes, Confirmatory Order of Taking, Memorandum of Understanding, Settlement Agreement, attached to which were copies of four Resolutions; an Order of Taking which included Annex A, Taking Area Description; and two Redeveloper's Statements for Public Disclosure; a Memorandum of Understanding Re Parcels 11A and 11B; an Agreement; and eleven proposed votes.

Addressing the Authority and answering the Members' questions were Mr. William Whitman, Assistant to the Director; Mr. Kenneth Kruckemeyer, President of the Tent City Corporation; and Mr. Marvin Siflinger, of the Massachusetts Housing Finance Agency.

A Resolution entitled, "Attachment A, Resolution of the Boston Redevelopment Authority re Final Designation of Redeveloper Approval of Guaranteed Maximum Price Drawings and Specifications and Proposed Disposition of Parcels 11A and 11B in the South End Urban Renewal Area Project No. Mass. R-56" was introduced read and considered.

On motion duly made and seconded, it was unanimously
VOTED: To adopt the Resolution as read and considered.

A Resolution entitled, "Attachment B, Resolution of the Boston Redevelopment Authority Re: Final Designation of Redeveloper Approval of Guaranteed Maximum Price Drawings and Specifications and Proposed Disposition of Parcels 11A and 11B in the South End Urban Renewal Area Project No. Mass. R-56" was introduced read and considered.

On motion duly made and seconded, it was unanimously

VOTED: To adopt the Resolution as read and considered.

A Resolution entitled, "Attachment H, Resolution of the Boston Redevelopment Authority Re Modifications of the Urban Renewal Plan of the South End Urban Renewal Area, Project No. Mass. R-56 and Authorization to Proclaim by Certificate These Minor Modifications" was introduced read and considered.

On motion duly made and seconded, it was unanimously

VOTED: To adopt the Resolution as read and considered.

On motion duly made and seconded, it was unanimously

VOTED: To adopt the attached Resolution finally designating Tent City Corporation acting by and through Leighton Park Limited Partnership as redeveloper of the surface and air rights of Parcel 11 in the South End Urban Renewal Area for the construction of 270 units of mixed-income housing, 25% of which will be made available for low-income tenants, 50% of which will be made available to moderate-income tenants, and 25% of which will be made available to market-rate tenants, and approximately 6,500 square feet of commercial space, together with open space and surface parking and other amenities, and further authorizing the Director to enter into a 99-year lease with said redeveloper on such terms and conditions as he may deem advisable and in the best interests of the Authority; and further

VOTED: To adopt the attached Resolution finally designating Urban Investment and Development Co. acting by and through Urban/Tent City Associates as redeveloper of the subsurface rights of Parcel 11 in the South End Urban Renewal Area for the construction of a two-level, below-grade, 698-space parking garage for use by passenger vehicles and to serve as the foundation for the housing to be constructed by Tent City Corporation, and further authorizing the Director to enter into a 99-year lease with said redeveloper on such terms and conditions as he may deem advisable and in the best interests of the Authority; and further

- VOTED: To purchase from Urban Investment and Development Co. (UIDC) for one dollar (\$1.00) certain parcels of land as identified in Attachment D comprising approximately 1.6 acres and being all the property owned by UIDC within the boundaries of South End Urban Renewal Parcel 11 as amended by separate vote of the Authority on this day; and further
- VOTED: To authorize the Director to execute a deed and a Land Disposition Agreement for a certain parcel of land, known as Fenway Urban Renewal Parcel A-1 and containing approximately 6,318 square feet on Huntington Avenue between Garrison and Harcourt Streets, said deed and Land Disposition Agreement to name Urban Investment and Development Co. or its designee as purchaser for one dollar (\$1.00); and further
- VOTED: To adopt the Resolution attached hereto as Attachment H regarding a Proclaimer of Minor Modifications to the South End Urban Renewal Area Plan for Parcel 11 which modifications are necessary to effectuate the Tent City development approved by separate vote of the Authority on this date; and further
- VOTED: To authorize the Director to execute a grant agreement in an amount not to exceed Five Hundred Forty Three Thousand Dollars (\$543,000) with Tent City Corporation for the design and construction of certain public improvements on South End Urban Renewal Parcel 11; and further
- VOTED: To authorize the Director to enter into a Settlement Agreement substantially in the form attached as Attachment I with Oliver and Ethel Johnson in order to dispose of certain litigation pending against the Authority; and further

VOTED: To authorize the Director to enter into a Memorandum of Understanding substantially as in the form attached hereto as Attachment J, and to further authorize the Director to execute and deliver (i) a collateral assignment of rents and profits from its leasehold interest in the Waterfront/Faneuil Hall Urban Renewal Parcel D-10 project as security for the performance of the Authority's obligations to Urban Investment and Development Co. and (ii) an assignment of rents and profits from its leasehold interest in the Waterfront/Faneuil Hall Urban Renewal Parcel D-10 project as consideration for the transfer by Urban Investment and Development Co. to the Authority of the land identified in Attachment D, all as more particularly described in the Memorandum presented to this Authority on December 19, 1985 and the attachments hereto; and further

VOTED: To adopt the order of taking of South End Urban Renewal Parcel 11 as presented to this meeting; and further

VOTED: To adopt the order of taking of Fenway Urban Renewal Parcel A-1 as presented to this meeting.

On motion duly made and seconded, it was unanimously

VOTED: To adopt the following Resolution:

"BE IT RESOLVED by the Boston Redevelopment Authority that an Order of Taking dated December 19, 1985 relating to portions of the South End Urban Renewal Area, Mass. R-56, be executed and made a permanent part of these proceedings, a copy of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk."

The four aforementioned Resolutions; Order of Taking including Annex A, Taking Area Description; Attachment D; Attachment I, Settlement Agreement; and Attachment J, Memorandum of Understanding; are filed in the Document Book of the Authority as Document No. 4697.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the documents to which this certificate are attached are in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Stephen Coyle is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set her hand this 12th day of November.

BOSTON REDEVELOPMENT AUTHORITY

By Bernice McLennan
Bernice McLennan
Assistant Secretary

LS

Tent City Site
South End Urban Renewal Area
(Description by Parcel)
- See Attached Deeds -

1. Ownership of Urban Investment and Development Company

<u>Parcel</u>	<u>Size</u>
S3132A-3	2,016 s.f.
S3B2C-11 & 23	18,210
S3B2A-2	2,474
S3B2A-4	11,537
S3B2B-1	12,430
S3B2C-9 & 10	4,400
S3B2C-13	7,176
S3B2C-14	9,325
S3B2C-16, 17, 18, 19	<u>9,248</u>
TOTAL	76,816 s.f.

2. Boston Redevelopment Authority

<u>Parcel</u>	<u>Size</u>
S3B2C-1 & 2	11,848 s.f.
S3B2C-4	2,100
S3B2C-7	2,100
S3B2C-8	2,100
S3B2C-20, 21 & 22	8,880
S3B2C-12	5,859
Harwich Street	15,540
Truro Street	15,450
Alleys	3,075
S3B2C-3	2,100
S3B2C-5	2,100
S3B2C-6	2,100
S3B2C-15	<u>2,310</u>
TOTAL	75,562 s.f.



BACK
BAY STA.

COPLEY
PLACE

TENT CITY
SITE

DECK OVER
M.B.T.A.
TRACKS

O'DAY BLOCK

0 50 100 200
SCALE IN FEET

Exhibit B

Tent City Project Plan

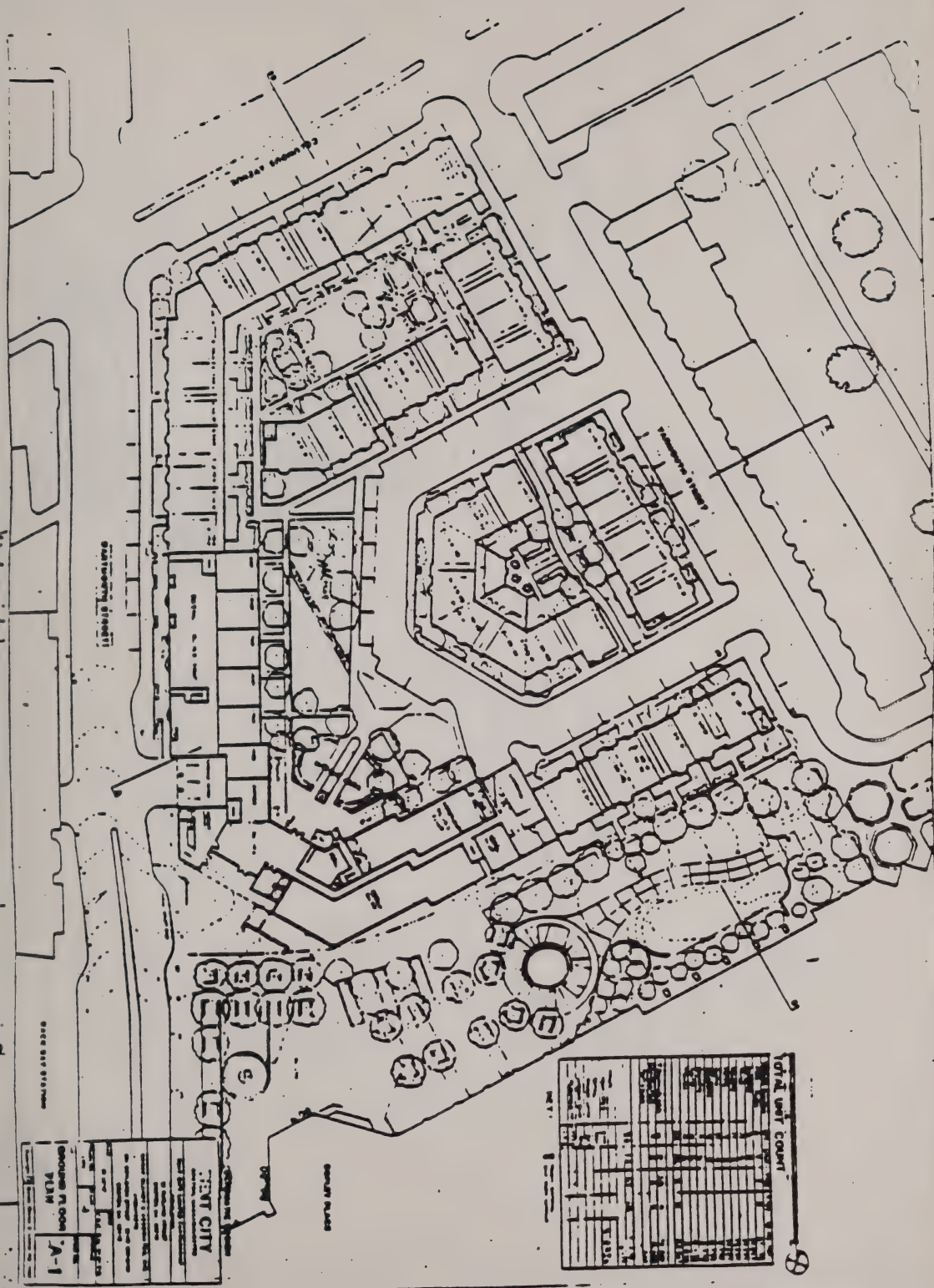
REDACTED

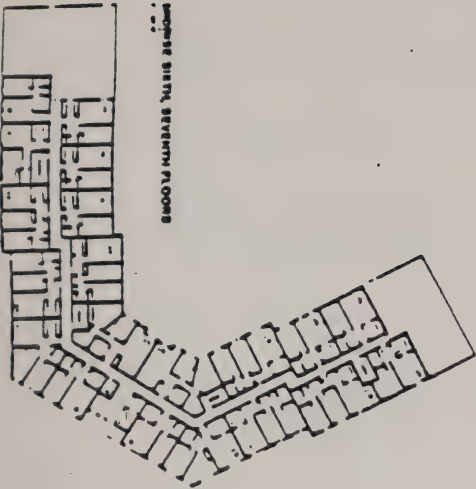
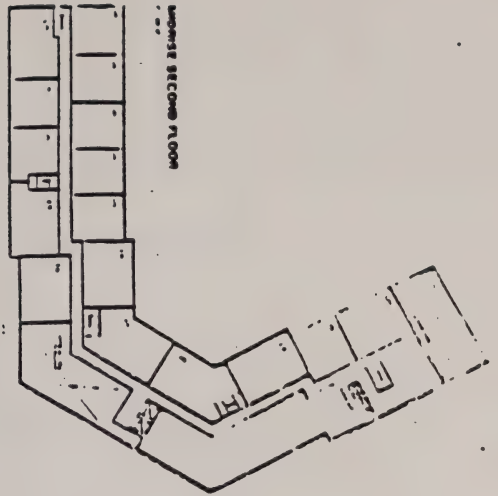
TENT CITY

BOSTON, MASSACHUSETTS

TENT CITY LIMITED PARTNERSHIP
DEVELOPER

GOODY, CLANCY & ASSOCIATES, INC.
MICROFILMS



[illegible]

with copies to:

Ms. Louise Elving
Greater Boston Community Development, Inc.
79 Milk Street
Boston, Massachusetts 02109

John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, Massachusetts 02110; and

- (2) if directed to Urban addressed to:

Rudolph Umscheid
Urban Investment and Development Co.
One Copley Place
Boston, MA 02118

with copies to:

A. Jeffrey Dando, Esq.
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109

and

General Counsel
Urban Investment and Development Co.
333 West Wacker Drive
Chicago, IL 60606

- (3) if directed to BRA addressed to:

Mr. Stephen Coyle
Director
Boston, Redevelopment Authority
City Hall
Boston, Massachusetts 02201

with a copy to:

William Whitman, Esq.
Boston Redevelopment Authority
City Hall
Boston, Massachusetts 02201

or to such other address as may from time to time be specified in writing by any party hereto. Unless otherwise specified in writing, each party shall direct all sums payable to another party to said party's address for notice purposes.

29. Exhibits. The following Exhibits attached hereto are made a part hereof:

- A. Description of Tent City Site & Ownership
- B. Tent City Project Plan
- C. Tent City Development Schedule
- D. Tent City Pre-Closing Budget
- ~~A~~ Alternative Consideration

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, intending the same to take effect as a sealed instrument.

WITNESS:

TENT CITY CORPORATION

By: _____
Chairperson

By: _____
President

URBAN INVESTMENT AND
DEVELOPMENT CO.

By: _____
Its Senior Vice President

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Its Director

Exhibit C

Tent City Development Schedule

I. Site assembly and land transfer

A. Execute Memorandum of Understanding	10/25/85
B. Ground leases and land disposition agreements	11/15/85
C. Deeds and title clearances	11/1/85
D. Urban Renewal Plan change(s)	Nov. 1985
E. UIDC/TCC reciprocal easements	11/15/85
F. Final BRA designation of TCC & UIDC	11/21/85
G. BRA confirmatory order of taking	12/15/85
H. Title insurance issued	12/15/85

II. Relocation

A. Residential relocation	Ongoing until 12/31/85
B. UIDC relocation of on-site parking	November 1985

III. Demolition of buildings on the site December 1985

IV. Public improvements design by BRA (sidewalks, street surfacing, lighting, etc.) July-Dec. 1985

V. Project design and design approvals

A. Project Design

1. Execute design contracts with Goody/Clancy	Done
2. Approve engineering sub-consultants	
a. Structural	Done
b. Others	Done
3. Approve schematic design	Done
4. Approve borings contractor	Done
5. Conduct additional borings and soils tests	Done
6. Prepare and approve design development	8/15/85-9/30/85
7. Garage bid and closing documents	Sept.-Oct. 1985
8. Housing bid documents	Sept.-Nov. 1985
9. Housing closing documents	December 1985
10. Confirm utilities availability	Oct.-Nov. 1985
11. Update site survey	8/7/85-11/30/85

B. Design approvals

1. BRA design reviews and approval July, Sept.,
Oct., Nov.
2. Fire Department reviews and
approval Oct. & Nov.
3. Boston Building Department reviews
and approval Oct. & Nov.
4. Historic review and approval Oct. 1985
5. Water & Sewer review and permits Oct. & Nov.
6. Building permit review and
issuance Nov.-Dec. 1985

VI. Zoning changes and waivers Sept.-Nov. 1985

VII. Air Pollution Control parking garage permit

- A. File application 8/1/85
- B. Review, hearing and permit issuance Aug.-Oct. 30, '85

VIII. Real estate tax assessment process confirmed Done

IX. Environmental Review

- A. Prepare and file Draft EIR/EIS Done
- B. Prepare and file Final EIR/EIS Done
- C. End of environmental appeal period Done

X. Street openings and closings through Public
Improvement Commission

- A. Traffic Liaison Committee meeting 7/17/85
- B. Review and approval by PIC Sept.-Nov. 1985
- C. Establish utilities easements Oct.-Nov. 1985

XI. Contractor selection

XII. Financing

Submit evidence of availability to BRA

1. Housing Done
2. Garage 11/1/85

XIII. Arrange property/liability insurance Sept.-Nov. 1985

XIV. Arrange construction period easements
(with City and MBTA) Oct.-Nov. 1985

Exhibit D

Tent City
Pre-Closing Budget

Budget Items to be jointly paid by UIDC and Tent City

- | | |
|--|----------|
| 1. Site survey and reports
(50% by UIDC & 50% by TCC) | \$25,000 |
| 2. Environmental reports
(75% by UIDC & 25% by TCC) | \$65,000 |
| 3. Borings & soils analysis
(50% by UIDC & 50% by TCC)* | \$80,000 |

Budget Items to be paid by each party (Amounts to be determined by each party as reasonably required):

1. Design by Goody, Clancy & Associates and its sub-consultant engineers including design development and construction closing documents including working drawings (Work on garage paid by UIDC and work on housing and site work paid by TCC)
2. Cost estimating
(UIDC shall pay for cost estimating related to the garage and TCC shall pay for cost estimating related to the housing.)
3. Application fees for financing (Each party pays the fees for its respective lenders)
4. Legal fees
(Each party pays for its respective legal services including legal counsel, review of necessary documents; drafting and title work for its portion of the project, except as provided in Paragraph 22)
5. Filing fees for building permits, zoning approvals and other public reviews (UIDC shall pay for fees related to the garage and TCC shall pay for fees related to the housing)

- * Amount pending confirmation of estimate from Haley & Aldrich and confirmation of whether foundation system is precast piles or caissons.

EXHIBIT E

Alternative Consideration

Except as described in the following paragraph, to the extent that on or before July 1, 1987 Urban has not realized a Developable Interest (defined below) in Parcel 1, BRA will assign outright to Urban a first priority interest in the rents and profits from the Waterfront/Faneuil Hall Urban Renewal Project Area Parcel D-10 Project ("Parcel D-10") in the amount of the first \$10,000,000, received therefrom plus interest on the unpaid balance from July 1, 1987 at the Bank of Boston Base Rate.

To the extent that on or before July 1, 1987 Urban has realized a Reduced Development Interest (defined below) BRA will (i) convey title to Parcel A-1 to Urban and (ii) assign outright to Urban a first priority interest in the rents and profits from Parcel D-10 in the amount of \$10,000,000 less the Value of the Reduced Development Interest, plus interest as aforesaid.

To the extent that on or before July 1, 1987 Urban has realized a Developable Interest, BRA will convey title to Parcel A-1 to Urban, and Urban will release its Security Interest and all other right, title and interest in the Rents and Profits from Parcel D-10.

The term "Developable Interest" shall mean all necessary ownership rights and the issuance of all necessary licenses, permits and approvals, to enable Urban or its assigns to construct and operate an office building of not less than 299,706 square foot office building with two levels of below-grade parking on Parcel 1, and the expiration of applicable appeal periods without legal challenge, if any, to the proposed construction.

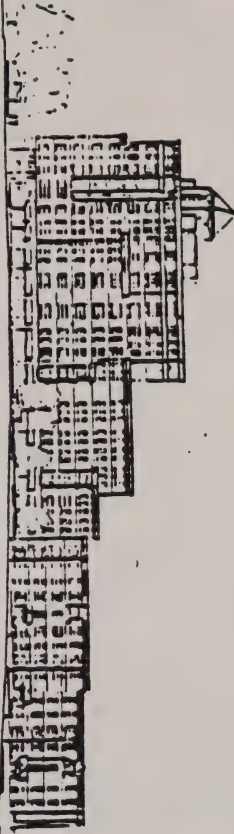
The term "Reduced Developable Interest" shall mean the Developable Interest except that the square footage of such building shall be less than 299,706 but not less than 150,000. The value of such Reduced Developable Interest shall be

$$\begin{array}{rcl} \$10,000,000 & \times & \frac{\text{square footage of building}}{300,000 \text{ sq.ft.}} \end{array}$$

DAKOTAWAY STREET

NORTH ELEVATION
1/2" = 1'-0"

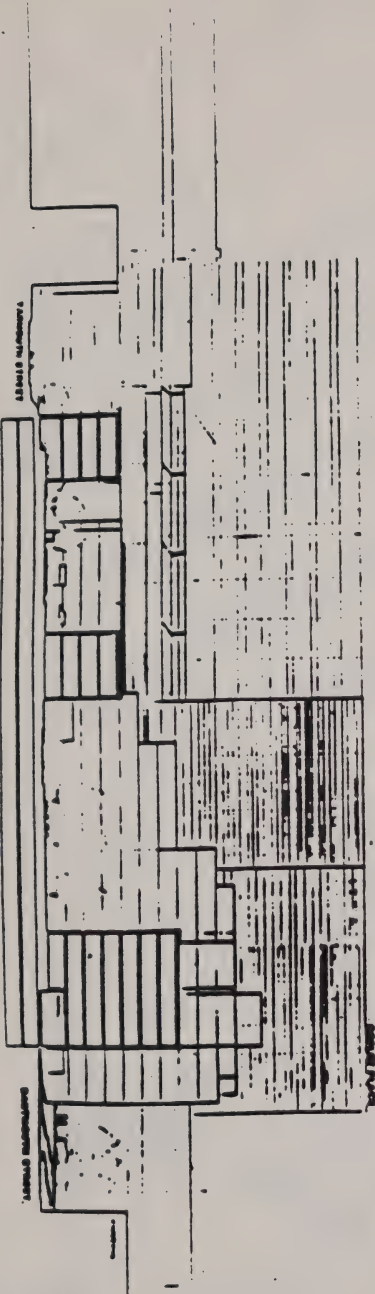
DAKOTAWAY STREET



SECTION A-A
1/2" = 1'-0"

DAKOTAWAY STREET

DAKOTAWAY STREET



TENT CITY

GENERAL CONTRACTOR

ARCHITECT

ENGINEER

INTERIOR DESIGNER

LANDSCAPE ARCHITECT

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

PLUMBING ENGINEER

PAINTING CONTRACTOR

ROOFING CONTRACTOR

CONCRETE CONTRACTOR

IRONWORK CONTRACTOR

GLASS CONTRACTOR

TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	
BY J. H. HARRIS	
CHECKED BY J. H. HARRIS	
APPROVED BY J. H. HARRIS	
TENT CITY	
GENERAL BUILDING	
DRAWING NO. 100-1000	
DATE 10-1-1910	



TENT CITY

[illegible]

Attachment D

Tent City Site
South End Urban Renewal Area
(Description by Parcel)
- See Attached Deeds -

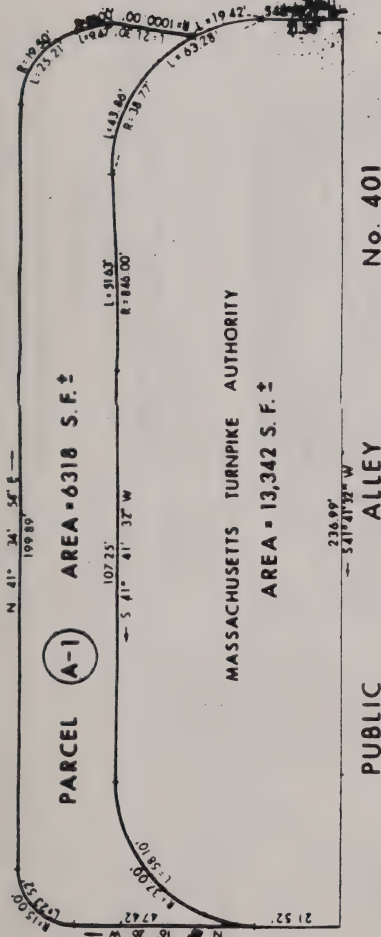
1. Ownership of Urban Investment and Development Company

<u>Parcel</u>	<u>Size</u>
S3132A-3	2,016 s.f.
S3B2C-11 & 23	18,210
S3B2A-2	2,474
S3B2A-4	11,537
S3B2B-1	12,430
S3B2C-9 & 10	4,400
S3B2C-13	7,176
S3B2C-14	9,325
S3B2C-16, 17, 18, 19	<u>9,248</u>
TOTAL	76,816 s.f.

2. Boston Redevelopment Authority

<u>Parcel</u>	<u>Size</u>
S3B2C-1 & 2	11,848 s.f.
S3B2C-4	2,100
S3B2C-7	2,100
S3B2C-8	2,100
S3B2C-20, 21 & 22	8,880
S3B2C-12	5,859
Harwich Street	15,540
Truro Street	15,450
Alleys	3,075
S3B2C-3	2,100
S3B2C-5	2,100
S3B2C-6	2,100
S3B2C-15	<u>2,310</u>
TOTAL	75,562 s.f.

HUNTINGTON AVENUE
(PUBLIC - VARIABLE WIDTH)



GARRISON STREET
(PUBLIC - 50' WIDE)

HARCOURT STREET

No. 401

ALLEY

PUBLIC

NOTE

- 1 PARCEL (A-1) TO BE CONVEYED TO MASSACHUSETTS TURNPIKE AUTHORITY
- 2 • MBTA SOUTHWEST CORRIDOR BASE

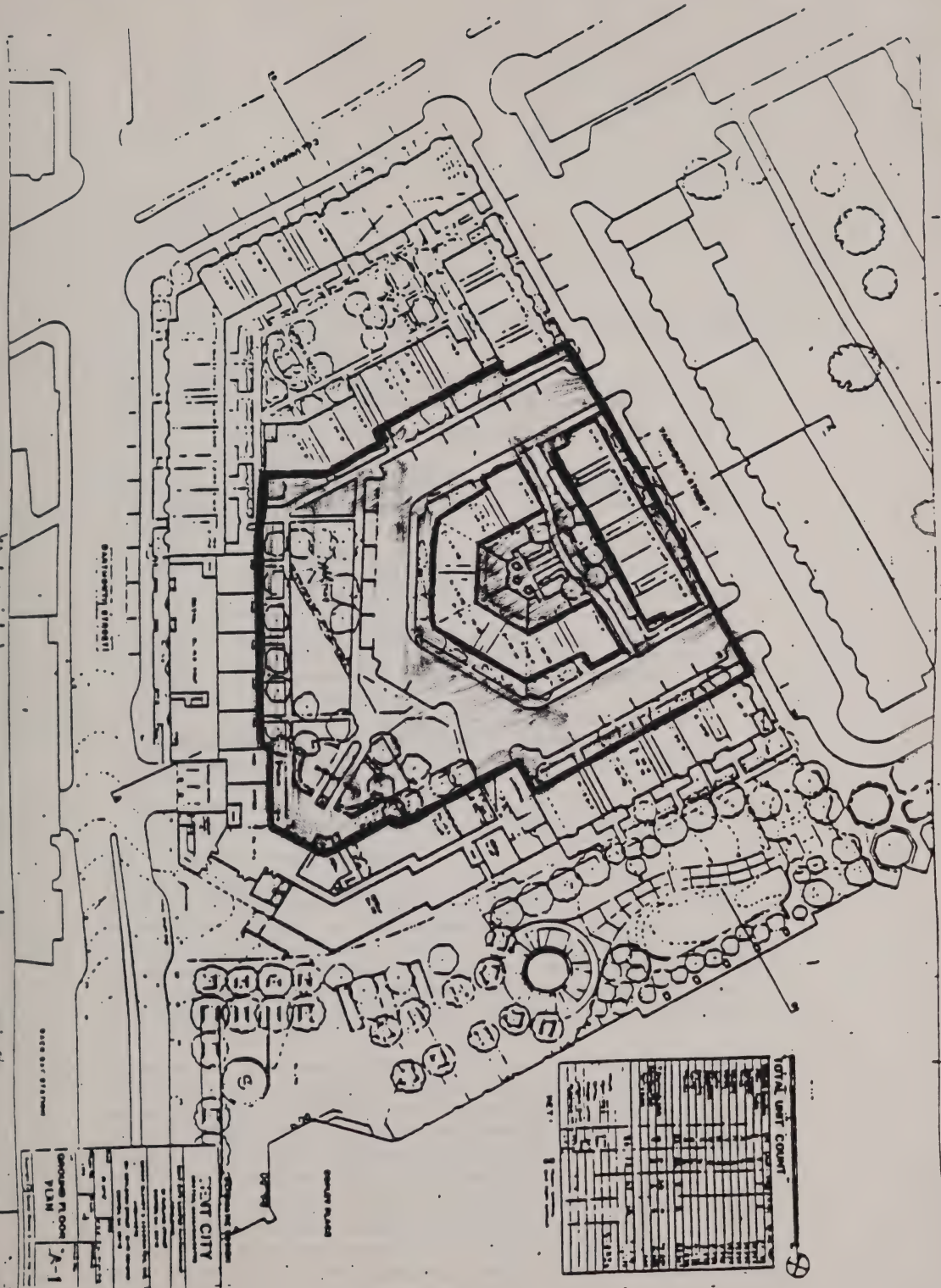


EXHIBIT B

FOR TITLE INSURANCE PURPOSES	
PLAN OWNED BY	PROPERTY
CITY OF BOSTON	BOSTON
HUNTINGTON AVENUE, HARCOURT STREET, GARRISON STREET, MASSACHUSETTS	
SCALE: 1 INCH = 20 FEET	
CHECKED: []	
DATE: AUGUST 7, 1980	
PLAN NUMBER: 0850-3-P20A-80	

I HEREBY CERTIFY THAT THIS IS A TRUE PLAN BASED ON FIELD SURVEYS AND LATEST DEEDS AND PLANS OF RECORD, AND THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS

Richard D. Robinson
Aug. 8, 1980
CULLINAN ENGINEERING CO., INC.
Auburn, Boston, Massachusetts
Consulting Civil Engineers - Land Surveyors



WEST CITY	
1.00	1.00
2.00	2.00
3.00	3.00
4.00	4.00
5.00	5.00
6.00	6.00
7.00	7.00
8.00	8.00
9.00	9.00
10.00	10.00
11.00	11.00
12.00	12.00
13.00	13.00
14.00	14.00
15.00	15.00
16.00	16.00
17.00	17.00
18.00	18.00
19.00	19.00
20.00	20.00
21.00	21.00
22.00	22.00
23.00	23.00
24.00	24.00
25.00	25.00
26.00	26.00
27.00	27.00
28.00	28.00
29.00	29.00
30.00	30.00
31.00	31.00
32.00	32.00
33.00	33.00
34.00	34.00
35.00	35.00
36.00	36.00
37.00	37.00
38.00	38.00
39.00	39.00
40.00	40.00
41.00	41.00
42.00	42.00
43.00	43.00
44.00	44.00
45.00	45.00
46.00	46.00
47.00	47.00
48.00	48.00
49.00	49.00
50.00	50.00
51.00	51.00
52.00	52.00
53.00	53.00
54.00	54.00
55.00	55.00
56.00	56.00
57.00	57.00
58.00	58.00
59.00	59.00
60.00	60.00
61.00	61.00
62.00	62.00
63.00	63.00
64.00	64.00
65.00	65.00
66.00	66.00
67.00	67.00
68.00	68.00
69.00	69.00
70.00	70.00
71.00	71.00
72.00	72.00
73.00	73.00
74.00	74.00
75.00	75.00
76.00	76.00
77.00	77.00
78.00	78.00
79.00	79.00
80.00	80.00
81.00	81.00
82.00	82.00
83.00	83.00
84.00	84.00
85.00	85.00
86.00	86.00
87.00	87.00
88.00	88.00
89.00	89.00
90.00	90.00
91.00	91.00
92.00	92.00
93.00	93.00
94.00	94.00
95.00	95.00
96.00	96.00
97.00	97.00
98.00	98.00
99.00	99.00
100.00	100.00

Total Unit Count	
1.00	1.00
2.00	2.00
3.00	3.00
4.00	4.00
5.00	5.00
6.00	6.00
7.00	7.00
8.00	8.00
9.00	9.00
10.00	10.00
11.00	11.00
12.00	12.00
13.00	13.00
14.00	14.00
15.00	15.00
16.00	16.00
17.00	17.00
18.00	18.00
19.00	19.00
20.00	20.00
21.00	21.00
22.00	22.00
23.00	23.00
24.00	24.00
25.00	25.00
26.00	26.00
27.00	27.00
28.00	28.00
29.00	29.00
30.00	30.00
31.00	31.00
32.00	32.00
33.00	33.00
34.00	34.00
35.00	35.00
36.00	36.00
37.00	37.00
38.00	38.00
39.00	39.00
40.00	40.00
41.00	41.00
42.00	42.00
43.00	43.00
44.00	44.00
45.00	45.00
46.00	46.00
47.00	47.00
48.00	48.00
49.00	49.00
50.00	50.00
51.00	51.00
52.00	52.00
53.00	53.00
54.00	54.00
55.00	55.00
56.00	56.00
57.00	57.00
58.00	58.00
59.00	59.00
60.00	60.00
61.00	61.00
62.00	62.00
63.00	63.00
64.00	64.00
65.00	65.00
66.00	66.00
67.00	67.00
68.00	68.00
69.00	69.00
70.00	70.00
71.00	71.00
72.00	72.00
73.00	73.00
74.00	74.00
75.00	75.00
76.00	76.00
77.00	77.00
78.00	78.00
79.00	79.00
80.00	80.00
81.00	81.00
82.00	82.00
83.00	83.00
84.00	84.00
85.00	85.00
86.00	86.00
87.00	87.00
88.00	88.00
89.00	89.00
90.00	90.00
91.00	91.00
92.00	92.00
93.00	93.00
94.00	94.00
95.00	95.00
96.00	96.00
97.00	97.00
98.00	98.00
99.00	99.00
100.00	100.00

CHAPTER IV: PROPERTY ACQUIRED OR TO BE ACQUIRED

SECTION 401: *Identification*

Property acquired or to be acquired by the Boston Redevelopment Authority for clearance and development shall be shown on Map 1: Property Map.

SECTION 402: *Properties Designated for Acquisition which may not be Acquired*

Notwithstanding the provisions of Section 401, properties designated for acquisition for private redevelopment on the Property Map may not be acquired if the following conditions are met:

- a / Within twelve months after the approval of the Urban Renewal Plan by the City Council and the Mayor, the owner or owners of over 50% of the land area of a reuse parcel, as defined in Map 3: Reuse Parcels, submit a proposal which is approved by the Authority and is not inconsistent with the controls and other requirements of this plan, for development or rehabilitation of all or substantially all of the parcel, provided that the proposal may relate to less than substantially all of the parcel if development or rehabilitation of the rest of the parcel would not, in the opinion of the Authority, be rendered infeasible.
- b / Within six months after such acceptance by the Authority of such a proposal, an agreement satisfactory to the Authority binding the owner or owners of all of the property required for accomplishment of the proposal to undertake the development or rehabilitation is executed; and
- c / Within eighteen months after execution of the agreement referred to in (b) above, the development or rehabilitation is completed in accordance with such agreement.

SECTION 403: *Special Conditions*

Property not designated for acquisition as shown on the Property Map may be acquired by the Boston Redevelopment Authority, if such property is not made to conform to the rehabilitation standards set forth in Chapter VIII, and if the procedures set forth in Section 808 are followed. Such an acquisition can be made only upon a finding that the property owner has failed to conform to the rehabilitation standards and that either the property is blighted, decadent, deteriorated or deteriorating, or constitutes a non-conforming, incompatible, or detrimental land use according to the provisions of the Urban Renewal Plan.

In the case of an area between the backs of the buildings or in the interior of blocks, property not designated for acquisition may also be acquired to permit the development and execution of plans which will eliminate and discourage physical deficiencies, the return of blighted or blighting conditions, and contribute, insofar as the area is adaptable to such purposes, toward solutions of deficiencies detrimental to the health, safety, sanitation, and general welfare of the residents.

The following properties not proposed for acquisition are located such that failure to achieve property rehabilitation standards and conforming land uses in accordance with the objectives and requirements of the Urban Renewal Plan would seriously impair the successful completion of the plan in accordance with the stated objectives

and requirements. The properties listed below will be acquired by the Authority if the following conditions are not met:

- a. A proposal satisfactory to the Authority is received within twelve months of the approval of the plan by the Mayor and the City Council.
- b. After execution of a written agreement between the Authority and the owner or owners such rehabilitation is not completed within twenty-four months of said agreement.

298-312 Columbus Avenue	2-12 Savoy Street
195-221 West Newton Street	65 Warwick Street
402-434 Massachusetts Avenue	1682 Washington Street
563-575 Columbus Avenue	5, 7, 13, 17 Yarmouth Street
156 Warren Avenue	89 Northampton Street
167 West Canton Street	891 Harrison Avenue
1230-1284 Washington Street	455-457 Shawmut Avenue
467-497 Harrison Avenue	1887-1899 Washington Street
15-17 Perry Street	

Options for future city purchase at the fair market value at time of exercise of the option will be acquired from the owners of the following properties during execution to insure future utilization of land in conformity with the objectives of the Urban Renewal Plan:

Address	Future Use
7, 9, 11 Medford Court	Playfield
232, 234, 236, 238, 240, 242, 246, 248	
250, 252, 254 Shawmut Avenue	"
1-6 Briggs Place	"
47, 49, 51, 53 Bradford Street	"
99, 101, 103, 105 West Springfield Street	Hurley School site addition
499, 501, 503, 505, 507 Shawmut Avenue	" " " "
34, 36, 38 Worcester Street	" " " "
10-12 Lenox Street	Playfield

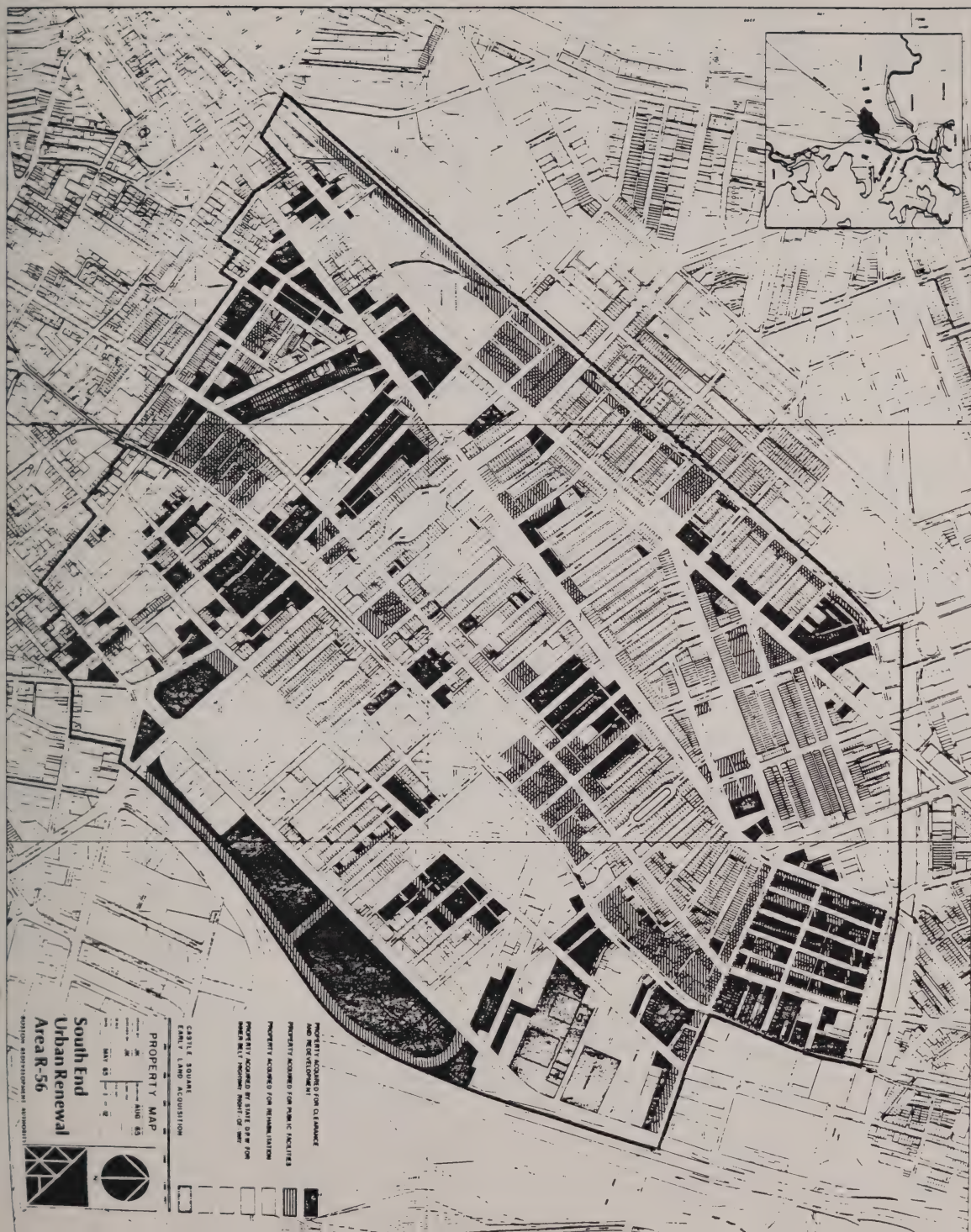
SECTION 404: Use of Property Acquired under Special Conditions

The Boston Redevelopment Authority may clear where necessary; sell or lease for development, renewal, or rehabilitation; or retain for rehabilitation and subsequent disposition all or any portion of the property acquired under the provisions of Section 403. Where such property is sold or leased for development, the Boston Redevelopment Authority shall establish controls relating to land use and building requirements, and such controls shall be consistent with the requirements and controls imposed upon similar property by provisions of the Urban Renewal Plan.

SECTION 405: Interim Use of Acquired Property

The Boston Redevelopment Authority may devote property acquired under the provisions of this plan to temporary use prior to the time such property is needed for redevelopment. Such uses may include, but are not limited to, project office facilities and Anti-Poverty Program uses, rehabilitation demonstration projects, parking, relocation purposes, public transportation, or recreational uses, in accordance with such standards, control, and regulations as the Authority may deem appropriate.

In addition to the property to be acquired by the Boston Redevelopment Authority pursuant to Section 401 of this Plan the property at 407-409 Shawmut Avenue shall also be acquired and shall be designated Reuse Parcel RD 70 and subject to the same Land Use and Building Requirements as are Parcels RD 1-12 and RD 14-67 in accordance with Table A of Section 602 of this Plan.



South End Urban Renewal Plan

TABLE A: LAND USE AND BUILDING REQUIREMENTS

Reuse Parcel Number	Permitted Land Uses	Minimum Set-Back (in feet)	Height (in ft.)		Max. Net Density	Min. Parking Ratio	Planning & Design Requirements
			Min.	Max.			
1-6	See Specific Design Controls for Castle Square, Chapter VI, Section 604						
7	Institutional	AA	AA	AA	NA	Z	B,C,F
8	Institutional, Commercial, Offices Residential	Tremont Street: 20 Berkeley Street: 50	AA	AA	NA	Z	B,C,F,K,EE
9	Institutional, Commercial	Tremont Street: 20 Parcel PB-1: AA Warren Avenue: 10 Abutting Property: AA	AA	AA	NA	Z	B,C,K
10	Residential — upper floors Commercial — floors 1-3 (1)		80	220 (4)	250	1 d.u. + 1/1200 (2)	B,C,F,D,N,BB
11	Residential — upper floors Commercial — floors 1-3 (1)		100	220 (4)	150	1 d.u. + 1/1200 (2)	B,C,D,F,N,BB
12	Residential: Housing for Elderly or Other Residential Subject to Authority Approval	West Newton: 20 Union Methodist Church: See Planning and Design Reqrts.	70 Elderly 24 Other	140 (4) 40 (4)	AA	Elderly 2 d.u. Other: 1 d.u.	B,C,F,U
14	Residential — upper floors, Commercial — lower floors	Abutting Property: 20 Tremont: 15 Burke: 10	24	40	AA	Z	B,C,D,K
15	Off-Street Parking		AA		NA	NA	B
16	Residential — upper floors Commercial — ground floor (1)	Camden Street: 20 Tremont Street: 20	24	40 (4)	75 (min. 60)	1 d.u. + 1/900 (2)	A,B,C,D,F,K, V,X
17a, b	Residential — upper floors Commercial — ground floor	Z	24	40	40	1 d.u. + 1/900 (2)	A,B,C,D
19a, b	Residential	Abutting Property: 30 West Brookline: 10 Pembroke Street: 10	24	40	45	1 d.u.	A,B,C,F
19c	Residential — upper floors Commercial — ground floor (1)	Parcel P7: 0 Tremont Street: 20	90	120 (4)	40	1 d.u. + Z for other uses	B,C,D,K
20	Commercial	Tremont Street: 20	AA		NA	NA	B,C,K
21, 21a	Residential	Northampton St.: 80	24	40	30	1 d.u.	A,B,C,F
22	Residential (Commercial on ground floor where permitted by Zoning)	Camden Street: 20 Lenox Street: 26 Tremont Street: 20 Abutting Property: 20	24	40	40	1 d.u.	A,B,C,D,F,K, N,V,X

Key to Table A of South End Urban Renewal Plan

Planning and Design Requirements

- A Whenever possible, a high percentage of the dwelling units on each site shall be for families of more than one individual. Private access and outdoor space (ground or balconies) shall be provided for as many units as possible.
- B Development shall be consistent and compatible with surrounding development respecting material, form and scale, subject to Authority approval.
- C / Not less than ONE PERCENT of construction costs shall be utilized to provide street furniture, sculpture, pools or other physical amenities to enhance the development. Notwithstanding this provision, landscaping is required, in addition, as stated in Chapter VI, Section 603: General Requirements and Definitions.
- D / Design relationship of ground floor uses to upper floor uses, including separation of entrances, shall be subject to Authority approval.
- E / Subject to the rehabilitation provisions of Chapter VIII of the Urban Renewal Plan.
- F / Recreation and landscaped sitting areas for occupants shall be provided.
- G / A landscaped pedestrian easement in an arcade shall be provided on the existing public right-of-way of Cabot Street. The development shall be related to the proposed new Frederick Douglass Square Plaza, (Parcel P-11).
- H / Landscaped pedestrian easements shall be provided coinciding with the set-back requirements on Shawmut Avenue and the new Northampton-Camden Street connection.
- I / Underground parking in excess of requirements of the site may be provided to serve the surrounding community.
- J / A landscaped pedestrian easement shall be provided coinciding with the set-back requirements on Shawmut Avenue.
- K / A landscaped pedestrian easement shall be provided coinciding with set-back requirements on Tremont Street.
- L / Landscaped pedestrian easements shall be provided coinciding with the set-back requirements on Massachusetts Avenue and Washington Street.
- M / Bus shelters, newsstands, phone booths, street furniture, etc. may be provided where appropriate subject to Authority approval.
- N Easement for service and emergency vehicles shall be provided when necessary subject to approval by the Authority.
- O / A landscaped pedestrian easement shall be provided to a depth of 20 feet from parcel line along Massachusetts Avenue coinciding with the set-back requirement.
- P / A landscaped pedestrian easement shall be provided coinciding with the set-back requirements on West Newton Street and Tremont Street.
- Q / A landscaped pedestrian easement shall be provided coinciding with the set-back requirement along West Dedham Street.
- R / A landscaped pedestrian easement shall be provided coinciding with set-back requirements on Ball Street.
- S / A landscaped pedestrian easement shall be provided to a depth of 10 feet from the parcel line along Washington Street coinciding with the set-back requirements.
- T / A landscaped pedestrian easement shall be provided to a depth of 10 feet along Harrison Avenue coinciding with the set-back requirements.
- U Elderly tower shall be set back a minimum of 180 feet from the property line of the Union Methodist Church.
- V Maximum height of 120 feet is allowed to depth of 100 feet from Tremont Street.
- W / Paving shall be provided subject to Authority approval.
- X / A landscaped pedestrian easement shall be provided to a depth of 10 feet from parcel line along Camden Street coinciding with the set-back requirements.
- Y A landscaped pedestrian easement shall be provided north from the southern boundary of the existing Camden Street right-of-way.
- BB A landscaped pedestrian easement shall be provided to a depth of 10 feet coinciding with the required set-back along Dartmouth Street.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: MODIFICATIONS OF THE URBAN RENEWAL PLAN OF THE SOUTH END
URBAN RENEWAL AREA, PROJECT NO. MASS. R-56 and
AUTHORIZATION TO PROCLAIM BY CERTIFICATE THESE MINOR
MODIFICATIONS.

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area was adopted by the Boston Redevelopment Authority on September 23, 1965 and approved by the City Council of the City of Boston on December 6, 1965; and

WHEREAS, Section 1201 of Chapter 12 of said Plan entitled: "Modifications" provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is the opinion of the Authority that the minor modifications with respect to Parcel 11 are consistent with the objectives of the South End Urban Renewal Plan; and

WHEREAS, the proposed amendments to the Plan are minor changes and may be adopted within the discretion of the Authority pursuant to Section 1201 of said Plan; and

WHEREAS, the proposed amendments to the Plan are necessary to effectuate the redevelopment of Parcel 11;

WHEREAS, the Authority is cognizant of Chapter 781 of the Acts and Resolves of 1972 with respect to minimizing and preventing damage to the environment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY,

That, pursuant to Section 1201 of the South End Urban Renewal Plan, Mass. R-56, it be and hereby is amended as follows:

1. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the "Permitted Land Use" for "Parcel 11" from "Residential-upper floors, Commercial-floors 1-3 (1)" to "Residential-all floors, Commercial-below grade and at grade."
2. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the Minimum Height in feet for "Parcel 11" from "100" to "48."
3. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the "Min. Parking Ratio" for "Parcel 11" from "1/d.u. + 1/1200(2)" to ".54/d.u.(2)."

4. Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the "Planning and Design Requirements" for "Parcel 11" from "B,C,F,D,N,BB" to "B,F,D,N."

5. Map 1 is hereby modified by dedesignating the parcels at 357, 359, and 361-3 Columbus Avenue as "Property To Be Acquired for Clearance and Redevelopment" and designating said parcels "Property To Be Acquired for Rehabilitation."

6. Map 1 is hereby modified by dedesignating the parcels at 5, 7, 13, and 17 Yarmouth Street as "Property To Be Acquired for Rehabilitation" and designating said parcels "Property To Be Acquired for Clearance and Redevelopment" and by including said parcels within the boundaries of Parcel 11.

7. That references to "5, 7, 13, 17 Yarmouth Street" be deleted from Chapter IV: "Property Acquired Or To Be Acquired," Section 403: "Special Conditions," subparagraphs "b" of the third paragraph thereof;

That the proposed modifications are found to be minor modifications which do not substantially or materially alter or change the Plan;

That all other provisions of said Plan not inconsistent herewith be and are continuing in full force and effect;

That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment;

That the Director be and hereby is authorized to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM7207.1, Circular dated June 3, 1970.

AGREEMENT

This Agreement is entered into this _____ day of December, 1985, by and between the Boston Redevelopment Authority, herein referred to as the "Authority," and Oliver W. Johnson and Ethel L. Johnson, hereinafter referred to as the "Claimants".

WHEREAS, on or about October 24, 1985, the Claimants, as tenants by the entirety, were the owners in fee of certain real estate situated at 13 Yarmouth Street in Boston and conducted a business thereon under the name of

;

WHEREAS, the plaintiffs also reside on said property and have done so for many years; and

WHEREAS, the Authority, on or about October 24, 1985, acting pursuant to the provisions of Massachusetts General Laws Chapter 79, took by eminent domain the property owned by the Claimants, situated at 13 Yarmouth Street, Boston.

NOW, THEREFORE, the parties do mutually and individually agree as follows:

The Authority hereby agrees to pay and the claimants hereby agree to accept the amount of Five Thousand (\$5,000) Dollars as full and final payment of all business relocation costs, of whatever kind, of the business conducted at said 13 Yarmouth Street, Boston, under the name of

The Authority agrees to pay and the claimants hereby agree to accept the amount of Ten Thousand (\$10,000) Dollars as

full and final payment of all relocation costs, of whatever kind for the relocation of the Claimants' household.

The Claimants further agree to discharge the Authority of and from any and all claims, demands and liabilities, of whatever name or kind, both at law and in equity, causing from, growing out of, or in any way connected with this Agreement.

IN WITNESS WHEREOF, the Authority and the Claimants have executed this Agreement as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By _____
Stephen Coyle, Director

By _____
Oliver W. Johnson

By _____
Ethel L. Johnson

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS.

TRIAL COURT
SUPERIOR COURT
DEPARTMENT C.A. 79363

OLIVER W. JOHNSON, ET AL,
Plaintiffs

vs.

BOSTON REDEVELOPMENT AUTHORITY,
Defendant

STIPULATION

In the above-entitled action, it is agreed that:

- 1) a pro-tanto payment was made to the plaintiff on November 18, 1985, in the amount of \$390,000;
- 2) that as a result of the Agreement for Judgment in the amount of \$510,000, less the pro-tanto payment of \$390,000, there is now due the plaintiffs \$120,000, including interest and court costs; and
- 3) judgment be entered forthwith in the amount of \$105,000 and execution issue forthwith.

Attorney for Plaintiffs
Mark J. Coltin, Esq.
50 Congress St., Boston, MA 02109

Attorney for Defendant
John F. Mulhern, Boston Redevelopment
Authority, City Hall, Boston, MA 02201
(722-4300)

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

TRIAL COURT
SUPERIOR COURT
DEPARTMENT C.A. 79363

OLIVER W. JOHNSON, ET AL,
Plaintiffs

vs.

BOSTON REDEVELOPMENT AUTHORITY,
Defendant

AGREEMENT FOR

JUDGMENT

It is hereby agreed that the following entry may be made in the above-entitled action:

Judgment for Plaintiffs, Oliver W. Johnson and Ethel L. Johnson, in the sum of One Hundred Twenty Thousand (\$120,000) Dollars, including interest and court costs and no further suit to be brought for the same cause of action.

By:

Attorney for Plaintiffs
Mark J. Coltin, Esq.
Weiss Zimmerman & Angoff, P.C.
50 Congress St., Boston, MA 02109
(227-9610)

By:

Attorney for Defendant
John F. Mulhern, Boston Redevelopment
Authority, City Hall, Boston, MA 02201
(722-4300)

12/16/85
[WHITMAN]

MEMORANDUM OF UNDERSTANDING

RE: PARCELS 11A and B

SOUTH END URBAN RENEWAL AREA

BOSTON, MASSACHUSETTS

among

TENT CITY CORPORATION,

URBAN INVESTMENT AND DEVELOPMENT CO.

and

THE BOSTON REDEVELOPMENT AUTHORITY

December , 1985

TABLE OF CONTENTS

Memorandum of Understanding Re: Parcels 11A and B

<u>Item</u>	<u>Description</u>	<u>Page</u>
1.	Designated Developer	2
2.	Current Ownership	2
3.	Project	2
4.	Schematic Design; Allocation of Project Responsibilities	2
5.	Land Assembly: <u>Participation of Urban</u>	3
6.	Land Disposition: Leases to Tent City and Urban	3
7.	Closing Dates	3
8.	Urgent Need to Implement; Tent City Schedule	4
9.	Pre-Closing Phase	4
10.	<u>Parcel 1: Housing Creation Contributions</u>	5
11.	Garage Size	6
12.	Provision of Parking for Housing	6
13.	Joint Project; Cooperation	6
14.	Project Architect; Other Consultants	6
15.	Design Costs	6
16.	Interdependent Design Elements	7
17.	Relocation and Eminent Domain	8
18.	Financing of Improvements	9
19.	Coordination of Construction	9
20.	Title	9

21.	Insurance	9
22.	Easements	11
23.	Further Documentation and Assurances	11
24.	^ Governing Law	11
25.	Successors and Assigns; Nominee	11
26.	Amendments; No Waiver	11
27.	Term; Termination	11
28.	Notices	11
29.	Exhibits	13

EXHIBITS

A.	Description of Tent City Site and Ownership
B.	Tent City Project Plan
C.	Tent City Development Schedule
D.	Tent City Pre-Closing Budget

^

Attachment B

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF GUARANTEED MAXIMUM PRICE DRAWINGS AND
SPECIFICATIONS AND PROPOSED DISPOSITION OF PARCELS 11A
AND 11B IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provided for financial assistance in the hereinafter identified Project Area; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Urban Investment and Development Co. has submitted a satisfactory proposal for the development of Parcel 11A and 11B in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Urban Investment and Development Co. and its designees substantially controlled by it be and hereby is finally designated as Redeveloper of the subsurface rights to Parcels 11A and 11B in the Project Area.
2. That it is hereby determined that Urban Investment and Development Co. possesses the qualifications and financial resources necessary to develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Guaranteed Maximum Price Drawings and Specifications submitted by Urban Investment and Development Co. for the development of Parcels 11A and 11B conform in all respects to the Urban

Renewal Plan for the Project Area, as amended, that said Guaranteed Maximum Price Drawings be and hereby are approved, and that any changes or amendments thereto shall be subject to the written approval of the Authority.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a 99-year ground lease for the subsurface rights to Parcels 11A and 11B containing such other terms and conditions as the Director may deem advisable and in the best interests of the Authority.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004, see Attachment B-2).

8. That the Director by and hereby is authorized to grant a License to Redeveloper for Early Entry onto the site if necessary and subject to the Authority's usual terms and conditions.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Form Approved
OMB No. 83R-0887PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE ¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Urban Investment and Development Co.
- b. Address and ZIP Code of Redeveloper: 333 W. Wacker Drive, Chicago, IL 60606
- c. IRS Number of Redeveloper: 06-0859259
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

in South End Urban Renewal Area

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts,
is described as follows ²

Parcels 11A and 11B, commonly known as the Tent City site.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of Delaware:

- ☒ A corporation.
- ☐ A nonprofit or charitable institution or corporation.
- ☐ A partnership known as
- ☐ A business association or a joint venture known as
- ☐ A Federal, State, or local government or instrumentality thereof.
- ☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:
December 16, 1969

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹. See attached list of officers and directors; sole stockholder is Urban Holdings, Inc., a wholly-owned subsidiary of JMB Realty Corporation.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODEPOSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODEDESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

Neil G. Bluhm
Judd D. Malkin
875 No. Michigan Avenue
Chicago, IL 60611

Collectively own controlling interest
in JMB Realty Corporation.

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION - Not Applicable

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

Form Approved
OMB No. 63R-0867

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$
- c. Total cost of any residential rehabilitation \$
- d. Cost per dwelling unit of any residential rehabilitation \$

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE	ESTIMATED AVERAGE
	MONTHLY RENTAL	SALE PRICE
	\$	\$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals;

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We)¹ Michael Hilborncertify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: April 16, 1985

Urban Investment and Development Co.

By: _____
Signature

Signature

Senior Vice President

Title

Title

Address and ZIP Code

333 W. Wacker Dr., Chicago, IL 60606

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

URBAN INVESTMENT AND DEVELOPMENT CO. (continued)

Assistant Treasurer	Brian C. Fargo
Assistant Vice President	Gordon H. Hislop
Assistant Vice President	Edward M. Lawrence
Assistant Vice President	Dennis Maloomian
Assistant Vice President	Michael J. Mettler
Assistant Vice President	Deborah A. Newcomb
Assistant Vice President	Harold E. Nickel
Assistant Vice President	John D. Sandsala
Assistant Secretary	Barbara A. Wolf

REDACTED SECTION

TENT CITY
BOSTON, MASSACHUSETTS

TENT CITY LIMITED PARTNERSHIP
DEVELOPER
GOODY, CLANCY & ASSOCIATES, INC.
ARCHITECTS

Memorandum of Understanding
Re: Parcels 11A and B

This Memorandum of Understanding, dated as of December , 1985, summarizes understandings and commitments made among TENT CITY CORPORATION (Tent City), URBAN INVESTMENT AND DEVELOPMENT CO. (Urban), and the BOSTON REDEVELOPMENT AUTHORITY (BRA) in order to clarify and confirm their respective obligations with respect to Urban Renewal Parcels 11A and B (this Agreement). Tent City, Urban and BRA are collectively called "the parties." Tent City and Urban are collectively called the Project Parties.

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Environmental Impact Report/Statement (EIR/S) completed in 1978 for the financial close-out of the Urban Renewal Plan provided expressly for the construction of 250-300 units of mixed housing (25% low income, 50% moderate income, 25% market rate housing) on Parcel 11; and

WHEREAS, the Project as defined herein is consistent with the Guidelines set forth in the Urban Renewal Plan as amended and the EIR/S and has received or is assured all necessary municipal approvals, specifically including zoning variances which provide for a parking ratio of 0.6 spaces per dwelling unit; and

WHEREAS, the BRA has found it appropriate to dispose of Parcel 11 by negotiation; and

WHEREAS, the BRA has determined that the construction of the Housing component of the Project could not be accomplished without the provision of certain site improvements and amenities at public expense, specifically including sufficient parking spaces to comply with zoning requirements and a foundation structure for the Housing; and

WHEREAS, it is necessary for the BRA to gain control of those portions of Parcel 11 not presently owned by it in order for it to fulfill its purposes as set forth in the Urban Renewal Plan and consistent with its powers under Chapter 121B of the Massachusetts General Laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Designated Developers. By vote of the BRA Board on April 18, 1985, Tent City is the tentatively designated developer of the land/air rights and Urban is the tentatively designated developer of the subsurface rights of Urban Renewal Parcels 11A and 11B (the Site) (Exhibit A attached hereto) in Boston's South End Urban Renewal Area, Mass. R-56.

2. Current Ownership. The Site is currently divided into parcels, some of which are owned by BRA (the BRA Parcels) and others by Urban (the Urban Parcels), as shown in Exhibit A. The parties hereto agree to carry out the land assembly and land disposition arrangements for the Site in order to accomplish the Project as set forth in and subject to the terms and conditions of this Agreement.

3. Project. Tent City and Urban shall cooperate in developing, constructing and operating a mixed-use Project on the Site consisting of:

3.1. Housing: approximately 270 units of mixed income housing of which up to 25% of the units will be low income, 50% moderate income and 25% market level (the Housing);

3.2. Commercial Space: approximately 6,000-7,500 square feet of commercial space (Commercial Space);

3.3. Parking Garage: an underground parking facility for 698 parking spaces for passenger vehicles (the Parking Garage) complete with the necessary ramps for automobile access, elevators, stairs and walkways for pedestrian access, and emergency exits; including as a part thereof the support structure required for that portion of the Housing, Commercial Space and Open Space located immediately above the Parking Garage, including without limitation the foundations, supports, and structural deck (the Support Structure); and

3.4. Open Space: open space on the surface level including landscaping, gardens, pedestrian walkways, access or service roads for the Housing and other surface facilities and amenities (the Open Space).

The Housing, Commercial Space, Parking Garage, and Open Space are hereinafter collectively known as the Project.

4. Schematic Design; Allocation of Project Responsibilities. The Project Parties have cooperated with each other in developing the design for the Project, a conceptual plan of which is attached as Exhibit B. The Housing, the Commercial Space and the Open Space shall be financed, developed, constructed, operated and maintained by Tent City (the Tent City Elements), and the Parking Garage shall be financed, developed, constructed, operated and maintained by Urban (the Urban Elements).

5. Land Assembly: Participation of Urban. In order to effectuate the development of the Housing, Urban agrees (i) to a no damage eminent domain taking of the Urban Parcels by the BRA, and (ii) to construct the Parking Garage, in a manner which provides the Support Structure as set forth in Paragraph 4 above. The BRA agrees (1) to convey the BRA's rights, title and interest in a certain parcel of land, known as Parcel A-1 (Parcel A-1), lying along Huntington Avenue between Harcourt and Garrison Streets in the Fenway Urban Renewal Area, to Urban, or to provide the alternative consideration described in Exhibit E hereto to Urban or its designee, (2) to lease the subsurface rights in the Urban and BRA Parcels to Urban on the terms set forth in Paragraph 6.2 below and (3) to provide certain security for BRA's obligations to Urban hereunder.

6. Land Disposition: Leases to Tent City and UIDC. BRA shall enter into 99-year leases with Tent City and Urban, respectively, (the Leases) of their respective portions of the site, including any required appurtenant easements, required by and mutually satisfactory to each of the parties hereto for its portion of the Project, as hereinafter defined, with rent to be paid to BRA as follows:

6.1. Tent City: One Dollar (\$1.00) per year.

6.2. UIDC: One Dollar (\$1.00) per year.

7. Closing Dates: Escrow. Urban shall convey the Urban Parcels to BRA and BRA shall execute and deliver the Ground Leases, on or before December 31, 1985, on the express condition that on or prior to May 1, 1986 all of the following shall have occurred:

7.1. Urban shall have received Opinions of Counsel and Title Insurance Policies satisfactory to it with respect to the transaction;

7.2. The perfected First Security interest shall have been recorded and filed as required by law;

7.3. BRA's Deed of Parcel A-1 and Assignment of Rents and Profits shall be delivered into escrow on conditions appropriated to the terms hereof;

7.4. The Housing Construction Closing (MHFA construction financing and release of initial draw) shall have occurred; and

7.5. Building permits, APCC allocation of 276 commercial spaces for the general public, and a permit for storage gasoline, shall have issued and applicable appeal periods shall have expired without legal challenge to the construction.

If all of such conditions subsequent shall not be satisfied, the conveyance shall be void, title to the Tent City parcels will revert to Urban, and BRA will execute and deliver a deed back and other confirmation of such fact as may reasonably be required by Urban or its Counsel. Similarly, if such condition subsequent shall invalidate the Urban deed to the Urban parcels, this Memorandum of Understanding and all other undertakings and obligations attendant herein shall be void and at no further force and effect, without recourse to any party.

Start of Construction of the Parking Garage need not occur until ten (10) days after the date all of the above conditions are satisfied.

8. Urgent Need to Implement; Tent City Schedule. The Site was designated for clearance and redevelopment in 1965 and a substantial portion thereof is vacant or being used for surface parking, making the accomplishment of the Project a matter of urgency for the surrounding neighborhood and for the current residents of the few structures that remain on the Site. Further, with the growing shortage of affordable housing in the South End, the need for the Project has become even more urgent. Essential financial elements for Tent City's portion of the Project are now committed, particularly MHFA mortgage financing and SHARP assistance from the Commonwealth of Massachusetts, but are subject to strict time constraints which must be observed. These constraints require a Housing Construction Closing Date on or before December 31, 1985, as provided in Section 7 hereof, and the parties hereto shall work diligently to achieve all steps necessary to achieve the Housing Construction Closing Date and to adhere to the Tent City Development Schedule set forth in Exhibit C. No party shall be liable for damages to any other party hereto except for material breach of its obligation to expend budgeted funds and diligently pursue the goals set forth in this Agreement.

9. Pre-Closing Phase. As evidence of their mutual good faith and in direct support of the Project, the Project Parties hereby agree to expend, upon execution of this Agreement and as necessary to meet the Tent City Development Schedule, certain sums for required Project expenses prior to the Land Disposition Closing Date so that the Project Parties shall be in a position simultaneously with said Land Disposition Closing Date to award a construction contract and break ground on the Tent City Project, including but not limited to costs of (i) the Project Architect for design development and preparation of construction documents; (ii) necessary site surveys, borings, soil testing and engineering work; (iii) required environmental analysis and review of the Project; (iv) any fees required for financing commitments of either Project Party; and (v) any fees associated with required public reviews, permits and approvals (such as building permits, zoning reviews). The Project Parties agree to expend sums for the above items in amounts not less than those contained in the Tent City Pre-Closing Budget attached hereto as Exhibit D. Obligations set forth in this Section 9 which have been incurred prior to the termination of this Agreement shall survive any termination of this Agreement.

10. Parcel 1: Housing Creation Contribution. BRA agrees that Urban's contributions to the Tent City Project shall be considered Housing Creation Exactions under Article 26 of the Boston Zoning Code and that Urban shall not be liable for any payments under any Development Impact Plan Agreement which Urban may enter into with the BRA regarding the Parcel 1 development.

11. Garage Size. The Garage shall consist of 698 spaces for passenger vehicles, of which 129 shall be for use by the residents of the Housing, and 569 shall be for use by Urban's Copley Place development. Either Project Party may unilaterally decrease but may not increase the number of spaces to be constructed for its use.

12. Provision of Parking for Housing. Urban shall lease to Tent City a portion of the Parking Garage adequate to provide the 129 parking spaces for a term of ninety-nine (99) years (the Tent City Parking Sublease). Rent for the first thirty years shall be at a base rent of One Dollar (\$1.00) per year plus additional rent of Two Hundred Twenty-five Dollars (\$225.00) per space annually in 1985 dollars increased or decreased, as the case may be, by the Consumer Price Index for the Boston area. Thereafter Tent City shall pay fair market value to Urban for said spaces valued as spaces leased on a monthly basis for occupants of residential units. Fair Market Value shall be the average of three independent MAI appraisals. Each party hereto shall pay for and be responsible for producing one of the three appraisals no later than twelve months prior to the expiration of said 30 year initial lease term, provided, however, that if Tent City's payment to Urban of such Fair Market Rate would require Tent City to increase the rent it charges its low and moderate-income tenants for their residential units to a level which would make such units no longer affordable to households of low or moderate-income, the BRA shall pay Tent City the amount required to maintain said rents at affordable levels. Urban shall operate and maintain such spaces as part of the total Parking Garage.

The Tent City Parking Sublease shall not be inconsistent with the terms of the Lease between Urban and BRA, shall provide for satisfactory easements to Tent City,

satisfactory to the Massachusetts Housing Finance Agency (MHFA) for access and egress through the Parking Garage, and shall be subject to the approval of BRA and MHFA. Urban shall have full and usual rights of management and control over the operation of the Parking Garage and may sublease all or any portions of the Garage except for those spaces allocated to Tent City.

13. Joint Project; Cooperation. The parties shall diligently, expeditiously and with good faith proceed to accomplish the Project as a joint undertaking at the earliest possible time, subject to the terms and conditions of this Agreement. The Project Parties shall carry out a cooperative and coordinated design, development, environmental and construction process, using the same architect and, if applicable, the same construction manager. The Project Parties intend to use the same general contractor/construction manager for the Tent City Project, and agree to proceed to select said general contractor-construction manager as expeditiously as possible. The parties shall cooperate to the fullest extent possible in any other actions reasonably required for the accomplishment of the Project.

14. Project Architect; Other Consultants. Goody Clancy & Associates, Inc. shall be the Project Architect for both Project Parties, subject to the execution of a design contract or contracts acceptable to both Project Parties. Selection of engineering and design subconsultants shall require the approval of both Project Parties.

15. Design Costs. Design and other preliminary Project costs related to construction shall be allocated between the Project Parties as follows:

15.1. Design. Each Project Party shall pay the costs of designing its portion of the Project.

15.2. Borings, Soils; Surveys. Borings, soils analysis, site surveys and other technical analysis required for the Project's foundations shall be allocated fifty percent (50%) to each Project Party.

15.3. Engineering. Each Project Party shall pay for the engineering costs associated with its respective portion of the Project. Any costs of Interdependent Elements shall be allocated fifty percent (50%) to each Project Party.

15.4. Environmental. Tent City shall advance the funds to pay for required environmental analysis by Sasaski Associates which will cost \$42,500 plus printing and distribution through filing of the Draft EIR/EIS plus additional cost for the Final EIR/EIS; provided, however, that Urban shall pay seventy-five percent (75%) of these costs as an additional share of site design costs. Said payment by Urban shall be made within thirty (30) days of any submission by Tent

City to Urban of any invoice or invoices for the cost of all or any portion of said environmental analysis.

15.5. Determination of Cost Allocations. Each Project Party agrees to accept as final a determination by the Project Architect of the allocation of any design costs specified in this section between said parties, after reasonable opportunity to hear any disputes with respect thereto raised by either Project Party. In making any such determination, the Project Architect shall attempt to allocate the costs in reasonable proportion to the responsibility of each respective Project Party for the particular cost item.

16. Interdependent Design Elements.

16.1. Determinations by Project Architect. It is understood that the Project Architect will establish design standards and construction plans and specifications for all aspects of the Project in which the Tent City Elements and the Urban Elements are interdependent, as determined by the Project Architect (the Interdependent Elements). Any such determination by the Project Architect shall be in accordance with customary professional standards and, after a reasonable opportunity for both Project Parties to be heard, shall be final and binding upon the Project Parties.

16.2. Certification by Project Architect. It is further understood that Tent City will require the Project Architect to certify that the final plans and specifications for the Parking Garage are sufficient to support the Housing, the Commercial Space and the portion of the Open Space directly above the Parking Garage.

16.3. Reciprocal Approvals of Design. Interdependent Elements shall be subject to the approval of both Project Parties, the design of that portion of the Parking Garage to be used by Tent City shall be subject to the approval of Tent City, such approval not to be unreasonably withheld or delayed, and the design of those portions of the Housing and Commercial Space which relate directly to the Parking Garage (including but not limited to the pedestrian entries at street level, any stairs, entrance ramps or elevators for the Parking Garage which may be incorporated into the Housing or Commercial Space) shall be subject to the approval of Urban, such approval not to be unreasonably withheld or delayed.

16.4. BRA Design Approval. The design of the Housing and Parking Garage are subject to the approval of BRA, which approval shall not be unreasonably withheld or delayed.

17. Relocation and Eminent Domain

17.1. Relocation Assistance. The parties shall work cooperatively to relocate households and businesses currently residing on the site at the earliest practicable time. The relocation process shall be managed and paid for by BRA. BRA shall indemnify Tent City and Urban for any claims or other liabilities of any third party claiming injury or damage resulting from BRA's relocation policies or practices as applied to the Tent City Project.

17.2. Business Relocation. There is currently one tenant, under lease to Urban, using the surface parking lot currently on the Site. Urban shall provide for the temporary relocation of such parking for such tenant before the Land Disposition Closing Date, with cooperation from BRA in attempting to locate suitable alternative sites for interim parking during the construction period of the Tent City Project.

BRA agrees to provide assistance to Urban in its efforts to locate as many of such parking spaces as possible on Parcel 1. Urban agrees to use reasonable efforts to locate as many of such parking spaces as possible in its existing central garage facility at Copley Place at no cost to BRA. Urban and Tent City agree to maximize the number of spaces which can be retained on the Tent City site during construction without adversely affecting the construction or cost of the Parking Garage or the Housing elements.

17.3. Eminent Domain. It is understood that, notwithstanding any other provision of this Agreement, BRA is not waiving its rights to use, pursuant to law, the power of eminent domain with respect to all parcels on the Site (including the Urban Parcels) if said use is required in order to complete the assembly of the Site for the Tent City Project.

18. Financing of Improvements. The valuation set forth herein shall not be admissible as evidence in the event of a taking. Each Project Party shall finance its respective portions of the Project and its share of Interdependent Elements.

19. Coordination of Construction. Each Project Party shall expeditiously commence and diligently complete the construction of its respective portions of the Project. Each Project Party shall coordinate its construction work so that construction of the Housing may commence as soon as feasible after the construction of the Parking Garage has commenced, and so that the Parking Garage and Housing can be brought into operation as soon as possible. The Project Parties shall agree upon a construction schedule which the general contractor and, if applicable, the construction manager shall implement in accordance with Section 8 hereof. Each construction activity shall be carried on in a manner designed to minimize disruption of any other construction activities set forth in the agreed schedule. Any disputes as to the sequence of construction

activities, or the proper allocation of the cost of such construction between the Project Parties hereto, shall be decided by the Project Architect, whose decision with respect thereto, after reasonable opportunity for both Project Parties to be heard, shall be final and binding upon the Project Parties hereto.

20. Title. Urban shall convey to BRA good, marketable and insurable fee simple title to the Urban Parcels free and clear of all encumbrances except easements and restrictions of record. Not later than the execution of this Agreement, Urban shall provide to Tent City and BRA copies of all available documentation regarding its existing title to the Urban Parcels. Urban, at its sole cost, shall obtain from the law firm of Roche, Carens and DeGiacomo, an opinion as to title, directed to BRA and Tent City, which opinion shall be satisfactory in form and substance to BRA and Tent City, and certification by said firm to a recognized title insurance company. Any costs of title examination and certification to said title insurance company with respect to the Urban Parcels shall be paid by Urban. Urban shall remove any liens on the Urban Parcels for debts or other monetary encumbrances and shall make reasonable efforts to remove any other defects in title to the Urban Parcels and shall pay the actual and reasonable cost thereof. Urban covenants not to cause its parcels to be encumbered in any way from the date of the Roche, Carens and DeGiacomo opinion. Each Project Party shall be responsible for paying the costs of title insurance for its portion of the Project. The BRA shall convey to Tent City and Urban, respectively, good marketable and insurable leasehold title to the portion of the site covered under each respective 99-year Lease with the BRA.

21. Insurance. Each Project Party shall insure for casualty and builders risk the construction cost of its portion of the Project. During the construction period, each Project Party shall carry liability insurance of not less than One Million Dollars per person and per accident.

22. Easements. Each Project Party shall grant to the other at no cost reasonable easements (including but not limited to easements for construction, maintenance and access) through or over its portion of the Project for the benefit of that portion of the Project leased by the other Project Party. BRA shall provide or cause to be provided any similar easements controlled by BRA within the boundaries of the Site as may be required for the Project.

23. Further Documentation and Assurances. The parties agree to execute and deliver such documents as are reasonably required to carry out the purposes of this Agreement and further agree to negotiate in good faith on an urgent basis to implement this Agreement.

24. Governing Law. This Agreement shall be governed by and construed in accordance with Massachusetts Law.

25. Successors and Assigns; Nominee. This Agreement shall be binding upon the successors and assigns of each party hereto. Each Project Party may designate a nominee substantially controlled by it to perform any of its obligations hereunder, provided notice of such designation is given to the other parties reasonably in advance of the required action. ^

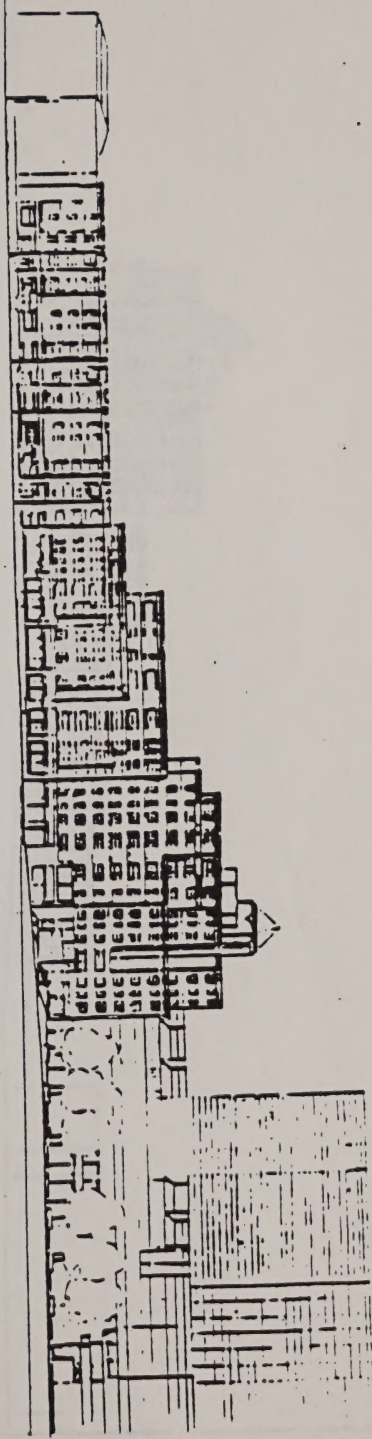
26. Amendments; No Waiver. Any amendments to this Agreement shall be in writing and signed by all parties hereto. The failure of any party to insist in any one or more cases upon the strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of such term or condition or as a waiver or relinquishment of any other term or condition of this Agreement, provided that Urban may not assign or otherwise transfer any of its rights hereunder without the prior written approval of the BRA which approvals shall not be unreasonably withheld and further provided that Urban may, without further approval of the BRA, assign the project to: Urban/Tent City Associates, a Massachusetts partnership of J.M.B. Realty Holdings/II Inc. and J.M.B./Tent City Partners, a General Partnership or any other wholly owned affiliate of Urban or an entity under common control with Urban.

27. Term; Termination. This Agreement shall expire fifty (50) years from the date hereof, unless sooner terminated by reason of (i) the fulfillment of its mutual purposes, (ii) the mutual agreement of the parties, (iii) its being superceded by any subsequent document, or (iv) at the election of any non-defaulting party, by the material and substantial breach of the terms and conditions hereof by any other party hereto.

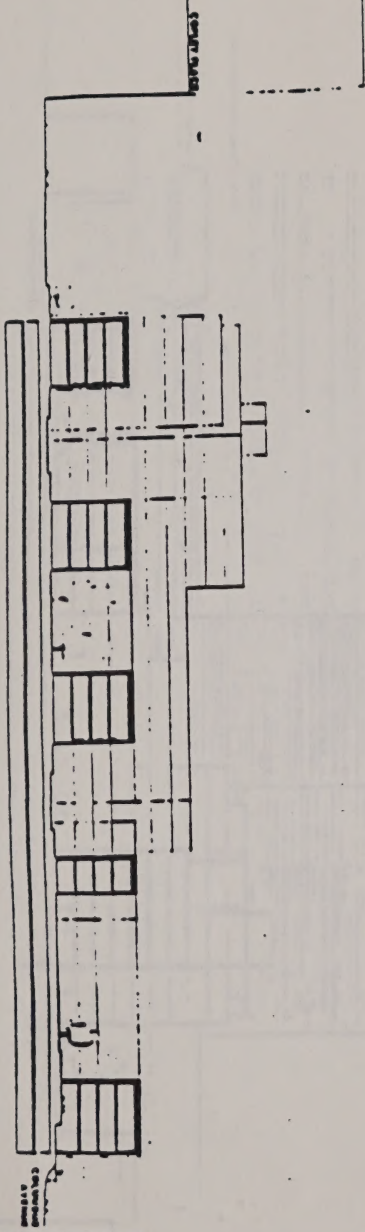
28. Notices, Demands and Other Instruments. Unless otherwise expressly permitted by the terms of this Agreement, all notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand personally to the addressee or sent by registered or certified United States mail, postage prepaid, return receipt requested, and

(1) if directed to Tent City addressed to:

Mr. Robert W. Rush
Executive Director,
Tent City Corporation
32 Rutland Street,
Boston, Massachusetts 02118



QUINCY STREET ELEVATION



SECTION B-B

SECTION B-B

TENT CITY

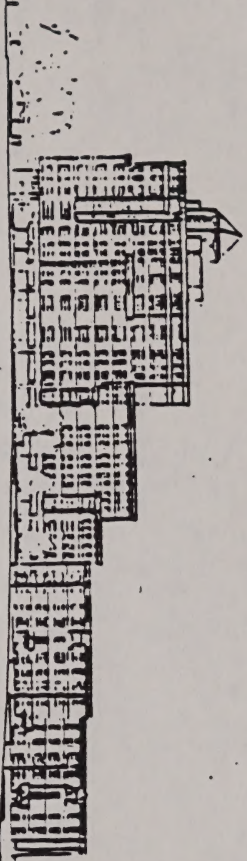
QUINCY STREET ELEVATION

A-3

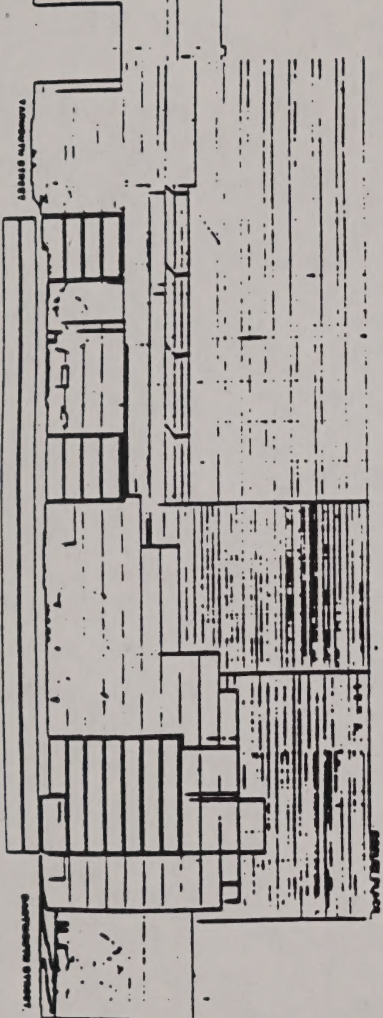
DAVENPORT STREET

NORTH ELEVATION

DAVENPORT STREET



SECTION A-A



Sketches the building	
TENT CITY	
AND SITE PLAN	
BY ARCHITECT	
DATE	
SCALE	
NOTES	
1. BUILDING	
ELEVATION	
SECTION	
A-A	